

2023 - 2027

MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ

AND

SANTA CRUZ POLICE MANAGEMENT ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
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SECTION 1.00 - TERM

The term of this Memorandum of Understanding shall commence on March 4, 2023 and shall expire March 12, 2027.

This Memorandum is entered into by the City of Santa Cruz (hereinafter referred to as the City) and the Santa Cruz Police Management Association (hereinafter referred to as the Association). For the purpose of this Memorandum, employee shall mean a regular, full-time employee employed in the classifications listed in Exhibit A (Police Management Classifications). This memorandum is subject to Sections 3500-3510 of the Government Code of the State of California, the City of Santa Cruz Charter and Municipal code, and Article II (Representation Proceedings) of the City of Santa Cruz Personnel Rules and Regulations, Appendix A (Employee Relations Resolution).

SECTION 2.00 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City's responsibilities and rights, and management responsibilities and rights, as indicated in current Article 1 (General Provisions), Section 1 (Statement of Purpose) of the City of Santa Cruz Personnel Rules and Regulations Appendix A (Employee Relations Resolution) and all applicable State or Municipal laws and rights of the City Council, are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum

SECTION 3.00 - NO DISCRIMINATION

The Association and the City agree to adhere to the City Council policies pertaining to equal employment opportunity, and the prevention of discrimination, harassment, and disrespectful workplace conduct as listed in Exhibits B (Council Policy 25.2 *Discrimination, Harassment, Retaliation, and Respectful Workplace Conduct Policy*), C (Administrative Procedure Order II-1a *Discrimination/Harassment Policy Implementation and Complaint Procedure*), and D (Administrative Procedure Order II-1b *Respectful Workplace Conduct*), as well as applicable Federal and State discrimination laws.

SECTION 4.00 - EMPLOYEE RIGHTS

Unit employees shall have the right to form, join, and participated in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations pertaining to wages, hours, and other terms and conditions of employment. Unit employees shall have the right to refuse to join or participated in the activities of the Association and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or

discriminated against by the City of Santa Cruz or by any employee organization because of the exercise of these rights.

SECTION 5.00 - RECOGNITION AND PAYROLL DEDUCTION

5.01 Recognition

Pursuant to the Meyers-Milias-Brown Act and the City's Personnel Rules and Regulations, the Association is certified as the recognized employee organization representing regular status employees listed in Exhibit A (Police Management Classifications).

5.02 Payroll Deduction

The City shall deduct Association membership dues and any other mutually agreed upon payroll deductions, to the extent permitted by law, from the monthly pay of each member employee. The Association will provide the City with information regarding the amount of dues deductions and the list of Association member employees who have affirmatively consented to or authorized dues deductions.

The City shall remit the deducted dues and any other mutually agreed payroll deduction, to the extent permitted by law, to the Association as soon as possible after the deduction.

The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law.

The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association-related payroll deduction.

5.03 Association's Certification

The City shall make payroll deductions in reliance on the Association's certification certifying that the Association has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, The City shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the Association.

The City shall not request the Association to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization.

5.04 Indemnification

The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Sections 5.02 and 5.03, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Association's certification, and any claims made by any member employees for any deduction

cancellation or modification the City made in reliance on the information provided by the Association.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Association, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Association's actions or inactions under Sections 5.02 and 5.03.

SECTION 6.00 - PERSONNEL ACTIONS

6.01 Personnel Files

Employees shall have the right to review their personnel file or authorize, in writing, review by their representative. No adverse material will be placed in an employee's personnel file without prior notice and a copy given to the employee. Employees may cause to be placed in their personnel file responses to adverse material inserted therein.

6.02 Performance Evaluations

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisor. Employees serving six-month probation will be evaluated at the completion of their sixth month of service. Employees serving a twelve month probationary period will be evaluated at the completion of their sixth and twelfth month of service. All regular employees will be evaluated on their merit review date. Evaluations are intended to be a summary of the employee's performance over the course of the evaluation period. Evaluations are also to be used as a tool to motivate the employee to work at their highest capacity and to communicate and document the employee's level of performance. To this end, the supervisor and the employee will meet and discuss work responsibilities, job standards and objectives, review progress, and plan for the employee's future development prior to the evaluation being placed in the employee's personnel file.

Any additions, corrections, deletions, or changes on the original evaluation form require initialing by the maker of the amendment and the employee to indicate that the changes have been discussed and understood. No evaluation shall be made on hearsay statements. Employees may also choose to discuss performance evaluations with the Chief of Police and/or the Director of Human Resources and formally enter a response to the evaluation in their personnel file. Disputes regarding performance reviews shall not be subject to the grievance process.

6.03 Probationary Period

All new employees shall serve a probationary period of twelve (12) months. Promoted employees shall serve six (6) month probation. Any time spent by an employee on unpaid status or workers' compensation leave shall not be counted as qualifying service toward completion of the probationary period.

6.03.01 Objective of Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for training the new employee on work assignments and standards, and observing and evaluating the employee's performance.

6.03.02 Rejection of Probationary Employee

During the probation period, an employee may be rejected at any time by the appointing authority without the right of appeal. Notification of rejection shall be served to the probationary employee in writing.

Any promoted employee who is rejected during the probationary period shall be reinstated to the position from which the promotion occurred; unless the rejection is due to discharge in which case no reinstatement shall occur.

6.03.03 Extension of Probation

All efforts will be made to sufficiently evaluate the probationary employee during the assigned period. An extension of the probationary period may, however, be recommended by the appointing authority when good cause exists. Such extensions shall be for a specific period of time not to exceed three (3) months. The employee shall be informed in writing of the reasons for the period of the extension at least seven (7) calendar days prior to the scheduled end of the probationary period.

6.03.04 Elimination of Position(s)

In the event the City eliminates a currently filled position, the laid off employee will have the right to bump into a previously held position in the department, if the laid off employee has more seniority than the employee in the previously held position. The laid off employee will retain all seniority and any seniority attained will be transferred into the new position. The laid off employee will be placed at the highest salary step held in the previous position.

SECTION 7.00 - WORK ASSIGNMENTS

7.01 Rotation/Reassignments

It is understood and agreed that employees covered by this memorandum are expected to rotate among shifts and are subject to periodic assignments. These changes are a normal part of their work and are not disciplinary or subject to the grievance process.

SECTION 8.00 - PAY RATES AND PRACTICES

8.01 Salary Steps

Each classification in the bargaining unit shall be assigned a salary range that increases by 5% between steps.

8.01.01 Salary Rates Upon Appointment

New employees shall be hired at the first step of the classification's salary range; unless a higher starting step is recommended by the appointing authority based on the employee's advanced qualifications for the position and such recommendation is approved by the Director of Human Resources and City Manager.

Promoted employees shall be appointed to the first step in the salary range for the new classification. However, if such employee is already being paid at a rate equal to or higher than the first step of the higher range, she/he shall be placed at the next higher step in the new range of at least a 5% increase.

8.01.02 Advancement within the Range

- A. Advancement within a classification's salary range shall normally be granted on the employee's scheduled merit review date. Such advancements shall be based solely on meritorious job performance as documented by a satisfactory performance evaluation submitted by the department head and approved by Human Resources.
- B. All employees shall be eligible for their first merit increase upon successful completion of six (6) months of service. The employee shall be eligible for subsequent merit increases after each full year on paid status from the last merit review date, continuing until the top of the salary range is attained.
- C. Merit increases shall be from one pay step to the next higher pay step.
- D. A merit increase may be denied by the department head when an employee's job performance falls below the acceptable work standards for the duties assigned. The department head may, in such a case, recommend that the employee's work performance be reviewed again at a specific time before the next review date. If a merit increase is granted at that time, the employee's original review date shall change and they shall be eligible for the next merit increase after one year in paid status from the new review date.

- E. An employee's schedule merit review date shall be adjusted for any time spent by the employee on unpaid status.
- F. When an employee's position is reclassified to a classification with a higher salary range, the employee's new pay shall be set at the first step of the new range or the next higher step in the new range that provides the employee with a salary increase of at least 5%. This increase shall have no effect on the employee's original merit review date.

8.02 Salary Compensation

- A. Effective the pay period that begins March 4, 2023, the salary for all bargaining unit members shall be increased by four percent (4.0%).
- B. Effective the pay period that begins March 2, 2024, the salary for all bargaining unit members shall be increased by four percent (4.0%).
- C. Effective the pay period that begins March 1, 2025, the salary for all bargaining unit members shall be increased by four percent (4.0%).
- D. Effective the pay period that begins February 28, 2026, the salary for all bargaining unit members shall be increased by three percent (3.0%).

8.03 Total Compensation Survey

The City shall complete a total compensation survey in time for bargaining over a successor MOU. The scope, methodology, and comparators used to complete the total compensation survey shall be determined at the City's discretion, with consideration of bargaining unit input.

8.04 Retirement/P.E.R.S.

8.04.01 Employees Hired on or Before September 2, 2011 (Tier I)

This section 8.04.01 shall apply to all employees hired on or before September 2, 2011, who are contributing members of CalPERS.

- A. **Final Compensation Based on the Single Highest Year**
For purposes of determining a retirement benefit, final compensation for employees covered by this section 8.04.01 shall be based on the single highest year.
- B. **3.0% @ 50 Pension Formula**
The 3.0% @ 50 pension formula shall be available to all employees covered by this section 8.04.01 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 8.04.01.
- C. **Required Employee Contribution**

Members covered by this section 8.04.01 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 50 pension formula. The required contribution amount was 9.0% as of the date of this MOU.

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period containing September 2, 2014, members covered by this section 8.04 will contribute an additional 4.0% (total 13.0%) as of the date of this MOU.

8.04.02 Employees Hired on or After September 3, 2011 (Tier II)

This section 8.04.02 shall apply to all employees hired on or after September 3, 2011 and before January 1, 2013 who are contributing members of CalPERS.

- A. Final Compensation Based on Three Year Average
For purposes of determining a retirement benefit, final compensation for employees covered by this section 8.04.02 shall be based on the employee's highest three year average.
- B. 3.0% @ 55 Pension Formula
The 3.0% @ 55 pension formula shall be available to all employees covered by this section 8.04.02 who are contributing members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 8.04.02.
- C. Required Employee Contribution
Members covered by this section 8.04.02 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 55 pension formula. The required contribution amount was 9.0% as of the date of this MOU.
- D. Additional Required Employee Contribution
In addition to the required employee contribution, starting with the pay period containing September 2, 2014, members covered by this section 8.04.02 will contribute an additional 4.0% (total 13.0%) as of the date of this MOU.

8.04.03 Employees Hired On or After January 1, 2013 (Tier III)

This section 8.04.03 shall apply to all employees hired on or after January 1, 2013 who are contributing members of CalPERS.

- A. Final Compensation Based on Three Year Average
For purposes of determining a retirement benefit, final compensation for employees covered by this section 8.04.03 shall be based on the employee's highest three year average.

B. 2.7% @ 57 Pension Formula

The 2.7% @ 57 pension formula shall be available to all employees covered by this section 8.04.03 who are contributing new members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section 8.04.03.

Employees covered by this section 8.04.03 who are classic members as defined by CalPERS may be eligible for a different pension formula.

C. Required Employee Contribution

Members covered by this section 8.04.03 will contribute the employee contribution amount established by CalPERS for their pension formula.

The required contribution amount for the 2.7 @ 57 pension formula was 12.25% as of the date of this MOU.

In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the employee contribution will be recalculated based upon the updated required employee contribution rate established by CalPERS.

D. Additional Required Employee Contribution

In addition to the required employee contribution, starting with the pay period containing September 2, 2014, members covered by this section 8.04.03 will contribute an additional 4.0% (total 16.25%) as of the date of this MOU.

8.04.04 Retirement, All Employees

The City will maintain the IRS 49(h)(2) provision allowing employees to defer State and Federal income taxes on their CalPERS contributions.

8.05 Tuition Reimbursement

The City shall reimburse employees the cost of tuition and books for job-related college or university courses when approved by the Chief of Police and Director of Human Resources prior to enrollment. Payment shall be made upon successful completion of each course. This provision shall be limited to six (6) units per semester at a state college or two thousand dollars (\$2,000) per fiscal year at a state or private university.

8.06 Training Allowance

Employees attending P.O.S.T.-sponsored courses and meetings shall be reimbursed for expenses incurred at the P.O.S.T.-established rates.

8.07 Uniform Allowance and Replacement

The Association agrees that the appearance and cleanliness of unit employees shall be maintained in keeping with departmental standards. To this end the department will maintain a uniform purchase for new hires, replacement and cleaning program. The department will maintain administrative procedures for the purchase and replacement of uniforms. In addition, the City and Association agree unit employees will comply with departmental standards with regard to appearance and cleanliness. The City will maintain an account at a dry cleaning establishment located within the City of Santa Cruz. For its part, the Association agrees its members will (a) deliver and retrieve uniforms from the dry cleaning establishment, and (b) not to do so while in uniform or driving a marked vehicle. The City agrees to consider the use of a pickup and delivery cleaning service if it is cost effective.

The City agrees to replace uniforms on an as-needed basis, as determined by the Chief of Police. It shall be the responsibility of each unit employee to arrange for purchasing, fitting, pick up, delivery, return, repair and control of uniform items.

The parties agree that for PERS reporting purposes, the value of the uniform and cleaning service is five hundred and twenty dollars (\$520). Employees shall pay the employee PERS cost of the value of cleaning service. Such payment shall be made through a payroll deduction out to her-his paycheck each pay period. The amount of the deduction shall be determined by multiplying the employee's PERS contribution rate by twenty dollars (\$20).

8.08 Personal Property

Should a unit employee, while in the line of duty, damage his or her watch, prescription eyeglasses or other personal property authorized for use by the department, the City agrees to reimburse employee for the cost of repair or replacement (in kind) up to a reasonable amount.

8.09 Bilingual Pay

Upon the recommendation of the Chief of Police and approval of the Director of Human Resources, the City shall provide a monthly allowance of two hundred dollars (\$200) for bilingual speaking skills. To qualify for this compensation, employees must be certified by the Director of Human Resources as conversant in a foreign language utilized frequently in the line of duty.

8.10 Longevity

Effective the pay period that begins on March 4, 2023, upon completion of ten (10) years of continuous regular service, employees shall receive a five percent (5%) longevity pay increase.

Upon completion of fifteen (15) years of continuous regular service, employees shall receive an additional five percent (5%) longevity pay increase for a total of ten percent (10%).

Upon completion of twenty (20) years of continuous regular service, employees shall receive an additional five percent (5%) longevity pay increase for a total increase of fifteen percent (15%). The total longevity pay increase available to a single employee is fifteen percent (15%).

8.11 Special Duty Pay

The Lieutenant acting as the Emergency Services Unit (ESU) Dive Team, Tactical Team or Hostage Team commander in the line of active duty when it is not during their regularly scheduled work day (not training) and on an unplanned and unscheduled incident shall be compensated at one and one-half times (1.5) their hourly rate, for a minimum of four (4) hours. When on duty in the above described situation, members will receive an additional one-half (0.5) times their hourly rate, for a minimum of four (4) hours. Planned and scheduled events are not eligible for special duty pay.

8.12 Off-Duty Employment

Represented employees will notify, but not be required to seek approval from, the Chief of Police to accept outside employment provided the employment falls within the provisions outlined in Santa Cruz Police Department Police Manual Section 1040 (Off-Duty Employment).

8.13 Special Events

A special event is defined as an assignment in which the City is reimbursed by an event's sponsor, not the City, through the Finance Department, for police services. For special event assignments not filled within ten (10) days of the event, a Lieutenant may sign up for the overtime and will be compensated at one and one-half times (1.5) their base hourly rate effective 1/1/2020, and shall do all of the work associated with the event.

8.14 Education Incentive

Employees covered by this Memorandum of Understanding are eligible for the following education incentive compensation for the possession of a BA/BS Degree or POST Management Certificate:

- Effective September 2, 2019:
 - One percent (1.0%) of base pay.
- Effective September 5, 2020:
 - An additional one percent (1.0%) of base pay [total two percent (2.0%)]
- Effective September 4, 2021:
 - An additional three percent (3.0%) of base pay [total five percent (5%)].

The education incentive is reportable as income to PERS.

SECTION 9.00 - HOLIDAYS

Employees shall accrue up to one hundred twelve (112) hours of paid holiday leave per fiscal year and be credited with one hundred twelve (112) hours on the first day of the pay period that includes July 1 of each year. Accumulation of holidays shall not exceed one hundred twelve (112) hours in a fiscal year. The holiday pay bank was developed based on the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Juneteenth
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

The holiday pay bank was agreed to with the understanding that employees shall not receive specific holidays, including but not limited to those days referenced above, as days off with pay, and in lieu of receiving specific days off, shall accrue up to one hundred twelve (112) hours, as described above.

The holiday hours shall be taken by the employee within the fiscal year in accordance with the department policy.

9.01 Holiday Accrual

Holiday accrual shall be prorated for new hires (accrued at the equivalent of 9.33 hours per month. Employees will be permitted to use up to the maximum amount available provided they have equivalent hours in another leave bank (i.e. compensatory time or vacation).

9.02 Eligibility

To qualify for holiday pay, an employee must be on paid status on their last scheduled work day before the holiday and their first scheduled day after the holiday.

SECTION 10.00 - VACATION

10.01 Accrual

Vacation accrual will be on a monthly basis beginning at date of hire; no vacation time may be taken until a new employee has successfully completed the probationary period. Annual vacation accrual shall be based on continuous service, as follows:

Up to five (5) years:	Eighty (80) hours
Six (6) to ten (10) years:	One hundred twenty (120) hours
Eleven (11) or more years:	One hundred twenty (120) hours, plus eight (8) hours for each year of service after ten (10) years, to a maximum of one hundred sixty (160) hours.

An employee must be on paid status for at least fifty percent (50%) of the working hours of a pay period to earn vacation for that pay period.

10.02 Accrual Limit

Accumulation of vacation time shall not exceed four hundred eighty (480) hours. This increase in the vacation accrual limit is a result of collective bargaining and, in exchange, employees forfeit their ability to receive temporary approval to exceed the accrual limit.

SECTION 11.00 - SICK LEAVE

11.01 Definition

The purpose of this article is to provide paid leave time to be used by employees in the event of a non-work related illness, injury, preventative healthcare, care of an existing health condition, as victims of domestic violence, sexual assault or stalking or other medical necessity.

11.02 Accrual

Full-time employees in paid status shall accrue sick leave at the rate of eight (8) hours per month. An employee must be on paid status for at least fifty percent (50%) of the working hours of a pay period to earn sick leave credit for that pay period.

When accrued sick leave must be used, an employee will notify their immediate supervisor of the leave and its probable duration if known within one hour after the regular scheduled starting time. When the employee's need to use sick leave is foreseeable, the employee must provide reasonable advance notice.

Sick leave shall not be granted unless such report or advance reporting has been made; provided, however, that the Chief of Police may grant an exception to this policy when it is determined that the employee's failure to notify was due to extreme circumstances beyond the control of the employee.

11.02.01 Family Sick Leave

Up to forty-eight (48) hours of accrued sick leave per fiscal year may be used when the employee's personal attendance is required to care for an immediate family member who is ill or injured. For the purposes of this provision, immediate family is defined as a spouse, registered domestic partner, son, daughter, parent, sibling, step-parent, parent-in-law, grandparent, grandchild, or other close relation residing in the employee's household. This forty-eight (48) hour limitation may be extended by the City Manager with good cause.

11.03 Limitations

The Chief of Police may require an employee to submit verification of an illness or injury from a licensed medical practitioner prior to any use of sick leave being authorized. In cases of chronic absenteeism or medical work restrictions, the Director of Human Resources may have an employee examined by a City-selected physician. The City shall pay the cost of any such medical exam.

11.04 Sick Leave Incentive Program

On the last pay day in June each year, employees who have accumulated more than four hundred (400) hours of sick leave will "bank" all hours in excess of four hundred (400), as described below. If employees choose to receive a cash pay-off or convert hours in excess of four hundred (400) to vacation hours, as described below, they must notify Payroll by June 1st.

1. To receive a cash pay-off, or equivalent vacation hours, of all hours in excess of four hundred (400) at the rate of thirty-three percent (33%) of their current rate of pay.
2. To "bank" all hours in excess of four hundred (400). Banked hours may not later be converted to cash and will be used as sick leave only when all other sick leave is exhausted.

Employees who have an excess of four hundred (400) hours of unbanked sick leave at the time of separation from the City will receive a payoff of all hours over four hundred (400) hours at the rate of thirty-three percent (33%) of the employee rate of pay.

Employees who retire and are eligible for retiree health coverage, pursuant to Section 13.03 (Retiree Medical Incentive) of this agreement, shall be eligible to receive the equivalent dollar credit for retiree health coverage at the rate of thirty-three percent (33%) of their current rate of pay for all unused sick leave hours, including banked hours, maintained by the City for the reimbursement of retiree health coverage. Employees may elect to use a portion of their sick leave towards CalPERS service credit and a portion towards the retiree medical incentive.

11.05 Emergency Illness Leave

Pursuant to Side Letter Agreements dated March 2009 and August 2010, current PMA employees who were employed as of March 10, 2009 were provided one-hundred-four (104) hours of *Emergency Illness Leave* with the following two restrictions:

1. *Emergency Illness Leave* hours could be used only when all other sick leave is exhausted, and
2. In accordance with CalPERS rules and regulations, *Emergency Illness Leave* is non-reportable compensation and cannot be converted to cash.

During the term of this MOU, restriction #1 above is rescinded and restriction #2 remains in place.

SECTION 12.00 - LEAVES OF ABSENCE

12.01 Military Duty

An employee who is a member of the National Guard or any reserve component of the armed services of the U.S. shall be granted up to thirty (30) days per year of paid leave for any active duty scheduled during the employee's regular work hours. The employee must give their supervisor forty-eight (48) hours advance notification of the need for such leave and must present a copy of the "notice" for such duty. All other military leaves shall be granted pursuant to relevant state and federal statutes.

12.02 Medical or Personal Leave

Leave of absence without pay may be granted to an employee in a case of extended illness or disability, personal emergency or other situation where such absence would not be contrary to the best interests of the City. Such unpaid leave will only be granted after an employee has depleted all appropriate paid leaves. The department head may grant a leave of absence of up to thirty (30) consecutive calendar days; additional leave may only be granted by the City Manager. No vacation, holidays, sick leave, or any other paid benefit shall be accrued or earned during such leave. All requests for unpaid leaves of absence must be made in writing and include specific begin and end dates for the leave. Employees on Military Leave pursuant to Section 12.01 are not subject to the leave depletion requirement.

Denials of unpaid leaves of absence shall be given in writing and contain the reason therefore.

12.03 Pregnancy Disability Leave

An employee may take a leave of absence of up to four (4) months in length for the purpose of pregnancy disability leave. The City may request a licensed medical practitioner's opinion regarding any work restrictions that may exist prior to or after the birth.

Requests for maternity leave must be made in writing to the Chief of Police at least thirty (30) days in advance of the anticipated starting date. Such requests must include specific begin and end dates for the leave. Starting dates should be as accurate as possible barring any unforeseen medical issues related to the pregnancy or earlier or later birth than anticipated. Any requests for extension of pregnancy disability leave must be made in writing to the Chief of Police at least ten (10) calendar days prior to the scheduled end of the existing leave.

The employee may elect to use any appropriate paid leave either before or after an approved pregnancy disability leave, within the use limitations of those leave provisions. No combination of pregnancy disability leave, family leave, sick leave, or vacation may exceed one year total or seven (7) months post-partum.

Any additional post-partum leave, not to exceed one (1) year total, may be approved by the City Manager or his designee after consideration of the nature of the request and the operational needs of the department.

Upon return to work, the employee shall be assigned to the same classification but not necessarily to the same assignment.

12.04 Family Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks, (continuous or cumulative), per twelve-month period using the “rolling” twelve (12) month period measured backward method to establish the twelve (12) month period. Family leave may be taken as described in 29 C.F.R. § 825.200(b)(4), for any one or more of the following reasons:

- A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care including the child of a domestic partner (leave for this reason must be taken within the twelve-month period following the child’s birth or placement with the employee. In any case in which both parents are employed by the City of Santa Cruz and are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled is limited to twenty-four (24) workweeks during any twelve (12) month period if leave is taken for the birth or placement for adoption or foster care of the employee’s child or child of the employee’s domestic partner.
- B. In order to care for a spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild or sibling of the employee who has a serious health condition.
- C. The employee’s own serious health condition that makes the employee unable to perform any one or more of the essential functions of their position.

D. Military family leave, which includes:

1. "Qualifying Exigency Leave" may be taken if the employee's spouse, son, daughter, or parent is on covered active duty or called to covered active duty status in the Regular Armed Forces during deployment to a foreign country or in the National Guard and Reserves during deployment to a foreign country under a call or order in support of a contingency operation; qualifying exigencies may include short-notice deployment, attending certain military events, arranging for alternative childcare and school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperations, and attending post-deployment reintegration briefings.
2. "Military Caregiver Leave" of up to twenty-six (26) workweeks in a twelve (12) month period may be taken by an eligible employee who is the spouse, son, daughter, parent, or next of kin of a "covered servicemember", in order to care for the covered servicemember with a serious illness or injury incurred or aggravated in the line of duty while on active military duty.
 - a. In any case in which both parents are employed by the City of Santa Cruz and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to twenty-six (26) workweeks during any twelve (12) month period.

Conditions covering the leave shall include the following:

- E. Eligible employee means have been employed by the City for twelve (12) months and has worked for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave;
- F. Medical verification is required for employee or ill family member for medical leave period;
- G. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.
- H. Employees are required to use accrued vacation as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of this Memorandum of Understanding.

- I. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see Section 12.03).
- J. Employees retain “employee” status while on family care leave. The leave does not constitute a break in service for purposes of longevity, and/or seniority. Upon return to work, employees will be reinstated to an equivalent position with equivalent pay and benefits.
- K. Any request for additional leave may be made pursuant to Section 12.02. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 12.02.
- L. Benefit premiums shall be made in accordance with the Federal Family and Medical Leave act and the California Family Rights Act. Under the current law, the City will continue to maintain coverage under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.
- M. Any other conditions or interpretations of this leave shall be based upon the Federal Family and Medical Leave Act and the California Family Rights Act.

12.05 Bereavement Leave

The purpose of this section is to provide paid leave for employees when they are bereaved at the death of a family member and this loss has had a temporary effect on their ability to continue their daily work performance.

A leave of absence with pay of up to forty (40) hours per incident may be granted an employee by the Chief of Police in the event of a death in the employee’s immediate family which shall for the purpose of this section include spouse, parent, child, grandparent, sibling, parent-in-law, grandchild of the employee or spouse, child-in-law, grandparent-in-law, sibling-in-law, registered domestic partner, or other close relation residing in the employee’s household. In rare cases when the individual has no other legal relationship other than a foster or step parent, the Human Resources Director or City Manager has the discretion to approve that leave upon application.

12.06 Continuation of Insurance Benefits During Unpaid Leaves of Absence

City-sponsored insurance benefits may be continued during unpaid leaves of absence under the following conditions:

12.06.01 Personal Leave

The City shall continue to pay benefit premiums during a personal leave of less than thirty (30) calendar days.

For leaves of more than thirty (30) calendar days, the following shall apply:

The employees may continue premium payments at their own cost, in accordance with appropriate PERS medical plan provisions.

12.06.02 Medical Leave

The City shall continue to pay benefit premiums during the entire length of a medical leave of absence.

12.06.03 Family Leave

Benefit premiums shall be made in accordance with the Federal Family and Medical Leave Act and the California Family Rights Act. Under the current law, the City will continue to maintain coverage under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

SECTION 13.00 - BENEFITS

13.01 Medical Plan

The City shall provide a medical insurance plan to employees and eligible dependents through the California Public Employees' Retirement System (CalPERS). The City will contribute a monthly amount to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA).

In accordance with IRS Code Section 125, the City will provide a flexible benefits plan ("cafeteria plan") to all eligible employees. If an employee elects to participate in a medical plan, the maximum monthly City contribution to the cafeteria plan is the cost of the Blue Shield HMO Plan (for the Bay Area/Sacramento region; Region 1 area regional pricing, effective January 1, 2020) less the following employee contribution amounts:

Employee Only:	\$0
Employee & One Dependent:	\$37.80
Family:	\$45.00

In no event will the maximum monthly City contribution exceed the premium for the plan in which the employee is enrolled. In no event will employees receive cash back based on the plan chosen. Employees who are currently receiving cash back will continue to receive the payment and, should they change their benefit plan, the cash back amount may decrease or cease (depending on the plan chosen) but will never increase. Should a change in plan

eliminate the cash back payment, the elimination is permanent regardless of future benefit plan choices.

Through the cafeteria plan, employees may enroll in the following optional benefits and elect to pay premiums on a pre-tax basis:

1. Medical reimbursement account (MRA)
2. Dependent care assistance plan (DCAP)
3. Cancer and Critical Illness Protection Insurance

Employees may also enroll in the following optional benefits and elect to pay premiums on a post-tax basis:

1. Additional life insurance
2. Accident protection insurance
3. Long Term Care insurance

Employees may elect to waive City medical coverage and receive a cash benefit. In order to receive the medical waiver benefit, the employee must provide proof to the City of other current medical coverage. Full-time employees who waive medical coverage are eligible to receive two hundred dollars (\$200) per month; part-time employees shall receive a pro-rated amount based upon their full-time equivalency (FTE). The medical waiver amount may be applied toward the purchase of any pre-tax or post-tax optional benefits, or paid as a taxable cash benefit.

Employee receiving the medical waiver benefit must notify the Human Resources Department if they cease to be covered by any other medical plan, thereby making them ineligible for the medical waiver benefit.

13.02 Retiree Medical Plan

Covered employees, who retire under the provisions of the City's contract with CalPERS, are currently eligible to continue CalPERS medical coverage. The City will contribute a monthly amount to CalPERS pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA), adjusted annually by CalPERS.

13.03 Retiree Medical Incentive

In addition to the PEMHCA minimum monthly contribution amount pursuant to Government Code Section 22892 that the City contributes for all employees in a CalPERS medical plan, employees currently on the City's retiree medical plan and future covered employees who receive a regular service retirement from PERS and have at least five (5) years of continued service with the City and are at least fifty (50) years of age, will receive a retiree medical benefit in the amount of \$139 per month. This benefit will continue as long as the employee continues PERS medical coverage through the City of Santa Cruz

and until such time the retiree is eligible for Medicare or other Federal or State health programs, solely on account of age.

Employees who retire with more than twenty (20) years of City service will have their medical incentive increased to 75% of the cost of employee-only coverage of the second highest PERS HMO plan from only among those plans available in Santa Cruz County at the time of ratification of this agreement (less the contribution listed in Section 13.02 (Retiree Medical Plan) of this Memorandum). This incentive will continue as long as the employee continues PERS medical coverage through the City of Santa Cruz and until such time the retiree is eligible for Medicare or other Federal or State health programs, solely on account of age.

13.04 Dental and Vision Program

The City shall provide a dental plan for employees and their eligible dependents at no premium cost to employees with the following minimum coverages:

	<u>In-Network</u>	<u>Out-of-Network</u>
Annual Deductible	\$25/person, \$75/family	\$25/person, \$75/family
Annual Maximum	\$1,500/person	\$1,500/person
Preventive	100%	80%
Basic Restoration	80%	80%
Major Restoration	50%	50%
Orthodontia	50% up to \$2,000 lifetime maximum/person (up to age 23)	50% up to \$2,000 lifetime maximum/person (up to age 23)

The City shall provide a vision plan for employees and their eligible dependents at no premium costs to employees with the following minimum coverages:

Co-Pays	\$15 (does not apply to contacts)
Exams	100%, every 12 months
Prescription Lenses	100%, every 12 months
Frames	100% up to \$135 plus 20% off any out-of-pocket costs, every 24 months
Contacts	100% (in lieu of glasses) up to \$105, every 12 months

13.05 Long Term Disability

The City shall contribute full cost of the City-sponsored long-term disability program.

13.06 Life Insurance

The City shall contribute full cost toward the following City-sponsored term life insurance program:

Basic Life: \$25,000

The City shall make a voluntary term life insurance policy available to unit employees.

SECTION 14.00 - MANAGEMENT BENEFITS

14.01 Management Vacation

In the pay period that includes January 1 of each year all management employees will be credited with eighty (80) hours additional vacation time in addition to their normal authorized vacation allowance. This additional vacation shall be designated as management vacation. Employees shall have the option of being paid for up to forty (40) hours of this management vacation in the last full pay period in December of each year. Employees who do not use all of their management leave prior to the last full pay period in December each year will only be credited at the start of the subsequent year with sufficient hours to maintain an eighty (80) hour balance. Employees who use all of their management vacation prior to the year's end and who leave City service during this year will have the monthly pro-rated share of the management vacation subtracted from their other unused vacation accrual.

Any changes to this benefit granted to the City's general mid-management bargaining unit will be incorporated into this section.

14.02 Optional Management Benefit

In recognition of unscheduled and special assignments performed by management employees and night meetings they occasionally attend, the City will contribute one thousand three hundred dollars (\$1,300) for employees with less than ten (10) years of service and one thousand five hundred dollars (\$1,500) for employees with ten (10) or more years of service to an optional management benefit plan. Payment for this benefit shall be made on the last pay date in July of each year for the previous fiscal years' service.

Employees may select the following options for use of the benefit:

1. Payment to deferred compensation (not as an "employer contribution");
2. Purchase of additional vacation leave, not to exceed the Vacation Accrual Limit in Section 10.02 (Accrual Limit);
3. Direct payment to the employee.

This benefit will be prorated for new hires and terminated employees.

Any changes to this benefit granted to the City's general mid-management bargaining unit will be incorporated into this section.

SECTION 15.00 - GRIEVANCE PROCEDURE

15.01 Purpose

To assure prompt and fair treatment of employee grievances related to employment. Any employee covered by this Memorandum may file a grievance.

15.02 Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this memorandum, the City's Personnel Rules and Regulations or the department's general orders.

15.03 Limitations

1. A grievant may be represented by any representative of his or her choosing in preparing and presenting a grievance.
2. No reprisal shall result against any employee who presents a bona fide grievance under this procedure.
3. Time limits may be extended by written mutual agreement of the parties.
4. A grievance shall be considered settled in favor of the other party, if at any step, a decision is not rendered or appealed within the specified time limit.
5. Only upon mutual written agreement between the parties may Step I of the grievance procedure be waived.

15.04 Procedures

15.04.01 Step I

The grievant will first attempt to resolve the grievance through informal discussions with successive levels of supervision beginning with their immediate supervisor through the chain of command exclusive of the Chief of Police. These discussions must be initiated within ten (10) working days following knowledge of the incident upon which the grievance is based. Every attempt will be made by the parties to settle the issue at this level.

15.04.02 Step II

If the grievance is not resolved through the informal discussions the employee may, within ten (10) workdays after the informal discussion, submit a written appeal to the Chief of Police.

The written appeal must contain in clear, factual and concise language:

1. A brief statement as to the date of the occurrence on which the grievance is based and the facts as the grievant sees them.

2. The rule, regulation, act or law enforcement code of ethics on which the grievance is based.
3. The action the grievant believes will resolve the grievance.
4. Signature of the employee.

The Chief of Police shall have ten (10) workdays following receipt of the appeal to review the matter and prepare a written response. Copies shall go to the parties involved and the Human Resources Department.

15.04.03 Step III

If the grievance is not resolved, the grievant may, within five (5) workdays following receipt of the Chief's response, appeal to the City Manager or their representative, stating in writing the basis for the appeal.

The City Manager or their representative shall set a hearing within ten (10) working days of receiving the appeal. The grievant, their representative and other parties summoned by the City Manager or representative shall attend the hearing to present testimony or evidence concerning the grievance. The parties may bring a reasonable number of witnesses to the hearing.

The City Manager or their representative shall render a written decision to all parties directly involved within fifteen (15) working days following the hearing.

15.04.04 Step IV

If the grievance is not resolved to the satisfaction of the grievant at the conclusion of Step III, the grievant may appeal the decision of the City Manager to a neutral arbitrator, provided they so inform the City in writing within ten (10) working days following receipt of the City Manager's decision.

Within ten (10) working days from the date of receipt of the appeal, the parties may mutually agree on a neutral party from an independent source to serve as an arbitrator. In the event the parties fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Mediation and Conciliation Service to submit to them a list of five (5) persons qualified and available to act as arbitrator.

If such a list is requested from the State Mediation and Conciliation Service, the parties within five (5) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names to alternately strike two (2) names from such list with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

The Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in the Agreement, or to alter any wage rate or wage structure. The decision of the arbitrator shall be rendered after the evidence and arguments are presented to them by the parties in the presence of each other and in post-hearing briefs, if necessary. The decision of the Arbitrator shall be final and binding upon the parties.

The arbitrator is requested to expedite the decision as the parties normally expect a decision to be issued within fifteen (15) days after the conclusion of the hearing. The Arbitrator's expenses, if any, shall be borne equally by the parties. Each party shall bear the cost of its own representation.

SECTION 16.00 - DISCIPLINARY APPEAL PROCEDURE

16.01 Definition

For the purposes of this article, disciplinary action shall mean suspension (as authorized by FLSA), reduction of leave balances, demotion, disciplinary reduction in salary or discharge.

The appeal procedure described herein shall apply to cases of disciplinary action affecting regular employees. It shall not be applicable to probationary employees. Employees have the right to representation at any or all stages of the appeal process.

16.02 Pre-Action Procedure

16.02.01 Step I

Prior to imposing disciplinary action, the supervisor shall first provide the employee a preliminary written notice of the proposed action stating the effective date and the specific grounds and particular facts upon which the action will be taken. The employee shall have access to any known written materials, reports, or documents upon which the action is based.

The employee shall have the right to respond to the charges within five (5) working days from receipt of the notice either orally, in writing, or both, to the Chief of Police. If the Chief of Police is personally involved in the initial investigation and notice process, the City Manager or Director of Human Resources shall appoint a designee to hear the response.

The employee may request an extension of the time to respond for justifiable reasons. Failure to respond within the time specified will result in the employee's waiver of their procedural rights and final action will be taken.

16.02.02 Step II

Following a review of a proposed disciplinary action, the Chief of Police, within five (5) working days of receiving employee's response, shall render a written

decision and send it by registered mail or personal delivery to the employee. A copy shall also be mailed to the employee's representative. The written decision will include the effective date of the disciplinary action.

The employee has the right, within five (5) working days after receiving the decision, to file a request for appeal with the City Manager. The appeal shall be a written statement, signed by the appellant, explaining the matter appealed from, stating the action desired by the appellant, with their reason(s) therefore, and stating that the pre-action procedures have been exhausted.

16.03 Post-Action Appeal

16.03.01 Step III

If the employee files a timely appeal, the City Manager shall, within five (5) working days after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than five (5) working days from the date the appeal was received.

The hearing officer may conduct such independent investigation of the matter as they deem necessary. The appellant shall be given the opportunity to answer or present evidence in opposition to the findings of this independent investigation.

The appellant shall appear personally at the scheduled hearing unless physically unable to do so. The appellant or their representative may produce relevant oral or documentary evidence at the hearing.

Within fifteen (15) working days following the hearing, the hearing officer shall render a written decision to all parties involved. The hearing officer has the authority to affirm, repeal or modify the disciplinary action.

For discipline equivalent to the severity of suspension (as authorized by FLSA) of one (1) week or less, or leave balance reduction of one (1) week or less, there shall be no appeal beyond Step III and the City Manager's decision shall be final.

16.03.02 Step IV

If the appeal (except as exempted above) is not resolved to the satisfaction of the appellant at the conclusion of Step III, the employee may appeal the decision of the City Manager to a neutral arbitrator, provided it so informs the City Manager in writing within ten (10) working days following receipt of the City Manager's decision.

Within ten (10) working days from the date of receipt of the appeal, the parties may mutually agree on a neutral party from an independent source to serve as an

arbitrator. In the event the parties fail to agree on the neutral party, they shall immediately, thereafter, jointly request the California State Mediation and Conciliation Service to submit to them a list of five (5) persons qualified and available to act as arbitrator.

If such a list is requested from the State Mediation and Conciliation Service, the parties within five (5) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike two (2) names from such list with the last remaining name to be the person serving as arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement, or to alter any wage rate or wage structure. The decision of the arbitrator shall be rendered after the evidence and arguments are presented to him/her by the parties in the presence of each other and in post hearing briefs, if necessary. The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator is requested to expedite the decision as the parties normally expect a decision to be issued with fifteen (15) days after the conclusion of the hearing.

The arbitrator's expenses shall be borne equally by the parties. Each party shall bear the cost of its own representation.

SECTION 17.00 - WRITTEN REPRIMANDS

A written reprimand may be issued by an employee's supervisor if an employee has violated a City rule, provision of the M.O.U., or if their performance is in need of improvement. Written reprimands shall be placed in the employee's personnel file and shall be removed after five (5) years, in accordance with Section 17.01 (Purging Written Reprimands) of this Memorandum. An employee shall have the right to prepare a written response to the reprimand and have said response placed in their personnel file. An employee may appeal the supervisor's decision to issue a written reprimand to the Chief of Police by filing an appeal to the Chief of Police within five (5) working days of receipt of the reprimand. The Chief of Police's decision regarding the written reprimand shall be final.

17.01 Purging of Written Reprimands

Written reprimands will be purged from employees' personnel files after a five year period from the date the reprimand was issued with the following exception:

In the event a like offense is documented in the form of a written reprimand prior to the initial reprimand's five year expiration, the Chief of Police shall maintain the option of retaining the initial written reprimand in an employee's personnel file. The retained record will be purged consistent with the purging of the subsequent written reprimand.

SECTION 18.00 - LOSS OF POSITIONS

The City agrees that, during the term of this MOU, the structure of the Police Management Association will not fall below seven (7) positions.

SECTION 19.00 - SEVERABILITY

This memorandum is subject to all current, future and applicable Federal and State laws, State regulations, the Santa Cruz Charter, and the State Constitution.

Should any of the provisions herein contained be rendered or declared invalid by reason of State or Federal legislation or court action, such invalidations of such part or portions hereof shall not invalidate the remaining portions hereof and they shall remain in full force and effect, insofar as such remaining portions are severable.

**SANTA CRUZ POLICE
MANAGEMENT ASSOCIATION**

CITY OF SANTA CRUZ

Date:

Date:

Jose Garcia, Deputy Police Chief

Sara De Leon, Chief People Officer

Carter Jones, Police Lieutenant

Tim Davis, Chief Negotiator



City of Santa Cruz
 California
 Human Resources
Salary Compensation Plans

Sorted by: Grade Description

Grade Code	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Management											
550	DEPUTY POLICE CHIEF	14,245	14,957	15,705	16,490	17,315					
		82.1827	86.2904	90.6058	95.1346	99.8942					
552	POLICE LIEUTENANT	14,197	14,907	15,652							
		81.9058	86.0019	90.3000							

POLICY TITLE DISCRIMINATION, HARASSMENT, RETALIATION, AND
RESPECTFUL WORKPLACE CONDUCT POLICY

POLICY STATEMENT

It is the policy of the City of Santa Cruz to maintain and promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and to provide all current and prospective employees, Councilmembers, contractors, unpaid interns, and volunteers with equal opportunity in employment regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military and veteran status (all of which are later referred to as “Protected Categories”), or any other consideration made unlawful by local, State or Federal law.

This policy pertains to all aspects of employment with the City or the application for employment with the City including, but not limited to, recruitment, selection, placement, assignment, compensation, benefits, training, transfer, promotion, evaluation, discipline, and termination.

This policy prohibits unlawful harassment, discrimination, and retaliation by supervisors, managers, co-workers, and third parties such as vendors or customers.

Definitions:

Discrimination as used in this policy is defined as the treatment or consideration of, or making a distinction in favor of or against, an employee on the basis of any of the above-listed protected categories including, but not limited to, any of the following forms:

- a) basing an employment decision on a job applicant’s or an employee’s protected status;
- b) treating an applicant or employee differently with regard to any aspect of employment because of their protected status;
- c) offering an employment benefit in exchange for sexual favors;
- d) threatening negative consequences if an employee declines a sexual advance;
- e) engaging in harassment, as more specifically defined below; and
- f) taking adverse employment action (i.e., demotion, transfer, discipline, or termination) against an employee based on the employee opposing discrimination in the workplace; assisting, supporting, or associating with a member of a protected category who complains about discrimination, or assisting in an investigation of discrimination.

Harassment as used in this policy is defined as the persistent disturbance or irritation of an employee on the basis of any of the above-listed protected categories including, but not limited to, any of the following forms:

- a) verbal harassment such as epithets, derogatory comments, or slurs, including on social media;
- b) physical acts such as assault or impeding or blocking movement;
- c) visual insults such as derogatory posters, drawings, or photographs;

- d) unwanted sexual advances, requests for sexual favors, and other acts of a sexual nature; and
- e) sending sexually-related emails or text messages.

Abusive Conduct as used in this policy is defined as conduct in the workplace or on social media, undertaken with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests; it may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating or humiliating, or the sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Employee as used in this policy is defined as an individual performing business activities under direct supervision of another City employee and includes full-time, part-time, and temporary employees, contractors, unpaid interns, and volunteers.

Equal Employment Opportunity Committee (EEOC) as used in this policy is an advisory body to the City Council consisting of nine (9) members, including representatives from the community appointed by the City Council, employees appointed by the City Manager, and employees appointed by various labor groups.

Responsibilities:

1. The City of Santa Cruz shall take reasonable steps to prevent abusive conduct, discrimination, harassment, and retaliation from occurring in the workplace environment, including the following:
 - a) affirmatively raising the subjects of abusive conduct, discrimination, harassment and retaliation;
 - b) expressing strong disapproval;
 - c) maintaining and developing appropriate sanctions;
 - d) informing employees of their right to raise and how to raise the issues of abusive conduct, discrimination, harassment, and retaliation under City policy and/or the law; and
 - e) maintaining and developing methods to sensitize all concerned.

Such behavior shall not be tolerated, condoned, or trivialized. The City is committed to take action against any person violating this policy which will end the prohibited conduct. City employees who violate this policy shall be subjected to appropriate discipline, including possible dismissal, upon consideration of the findings and recommendations of the City Manager or their representative.

2. The City Manager shall fully accept and support the City's commitment to prevent abusive conduct, discrimination, harassment, and retaliation as a means to assure full equal employment opportunity for all prospective and current employees, contractors, unpaid interns, and volunteers including the following:
 - a) defining and assigning specific responsibilities throughout the organization for the development, implementation, and monitoring of this policy;
 - b) appointing one (1) department head and three (3) employee representatives to the EEOC;
 - c) ensuring all department heads support this policy;
 - d) reviewing the recommendations of the Human Resources Director on the resolution of complaints appealed under the Administrative Procedure Order (APO) Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure, and making final decisions in each such complaint; and
 - e) ensuring that an EEO Report is completed and submitted annually to the City Council.

3. The Human Resources Department (HR) Director shall be responsible for:
 - a) ensuring that this policy, including its definition of abusive conduct, discrimination, harassment, and retaliation and the complaint procedures are disseminated to all employees;
 - b) providing guidance, training sessions, and assistance to department heads, managers, supervisors, and employees within their areas of responsibility;
 - c) investigating, resolving, and making findings and recommendations on complaints that are reported according to established informal and formal grievance procedures as set forth in the Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure APO and the Respectful Workplace Conduct APO;
 - d) coordinating the annual EEO report, to include data on the make-up of the City workforce and the representation of protected classes, and distributing the report to the City Council, City staff, the public, and Federal and state agencies as requested or required;
 - e) regularly reviewing and revising personnel policies, procedures, and practices to eliminate non-job-related criteria, minimize the opportunity for discrimination and harassment, and ensure compliance with all legal requirements for equal employment opportunity;
 - f) designing, implementing, and monitoring a recruitment program to draw all qualified applicants; and
 - g) designating an EEO Coordinator, who will assist the HR Director with EEO-related activities and staff the EEOC.

4. Department Heads, Managers, and Supervisors shall all be responsible for:
 - a) giving their full support to this policy through active cooperation, leadership, and personal example;
 - b) informing employees in their respective departments or areas of responsibility of their rights and responsibilities regarding abusive conduct, discrimination, harassment, and retaliation under this policy;
 - c) ensuring that their employees have equal access to training and promotional opportunities;
 - d) acting to prevent abusive conduct, discrimination, harassment and retaliation from occurring; and
 - e) cooperating with the HR Director in resolving complaints involving employees in their respective departments.

5. Employees of the City shall be responsible for lending their personal support and cooperation in maintaining equal employment opportunities in the City. Employees shall cooperate fully with all investigations of abusive conduct, discrimination, harassment, and retaliation and implementation of remedial measures and shall not retaliate against complainants or witnesses.

6. The EEOC shall act in an advisory capacity to the City Council in all matters pertaining to EEO and be responsible for serving as a communication channel between City employees, the community, the City Manager, and the EEO Coordinator on any EEO activities and concerns.

Additional Applications and Considerations:

- Complaints may be filed by any individual (or a representative of their choice, on their behalf) who feels a violation of this policy has occurred. The procedures for resolving complaints alleging violation of this policy are set forth in APO Discrimination/Harassment/Retaliation Policy Implementation and Complaint Procedure and APO Respectful Workplace Conduct.

- Contracts with the City of Santa Cruz which contain an equal employment opportunity/non-discrimination clause shall also include language which requires those contractors to be responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in their companies.
- Councilmembers, contractors, unpaid interns, volunteers, customers and visitors shall not be subjected to, or cause, a violation of this policy.
- All Memoranda of Understanding entered into by the City and any employee organization shall contain an appropriate non-discrimination/harassment clause.
- In applying this policy, the rights of free speech and association shall be accommodated consistently with the intent of this policy. Nothing in these regulations may be construed as limiting the City's right to take reasonable disciplinary measures which do not discriminate on a basis identified in this policy.
- Discrimination/harassment/retaliation prevention (including prevention of abusive conduct), and cultural diversity awareness training, is mandatory for all City employees and City Councilmembers.
- All City employment announcements, brochures, procedures, advertisements, and application forms will state that the City is an Equal Opportunity Employer. The Human Resources Department will also inform all outreach recruitment and referral sources of the City's Discrimination and Harassment Policy and request that sources actively recruit and refer qualified applicants from all sectors of the community.
- In support of recruitment and retention efforts, City management shall consider the viability of participating in or developing supportive programs in such areas as: job-related skill training and education, job development, career counseling, transportation, day care, and health care.
- Where groups of employees are featured in the City's publications and communications (i.e., text and photographs), insofar as possible, the materials should illustrate that the City's workforce is as diverse as the populace it serves.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

HISTORY:

Revision by Resolution No. NS-28,533 July 24, 2012

Revision by Resolution No. NS-28,823 September 9, 2014

Revision by Resolution No. NS-29,220 April 4, 2017

City of Santa Cruz
Administrative Procedure Order
Section II, #1A (Revised April 2017)

II-1A

TO: Department Heads

SUBJECT: DISCRIMINATION/HARASSMENT/RETALIATION POLICY
IMPLEMENTATION AND COMPLAINT PROCEDURE

PURPOSE

The purpose of this document is to confirm the City's commitment to prohibit and prevent unlawful discrimination, harassment, and retaliation in employment, and provide a City complainant an investigation procedure to resolve complaints of alleged discrimination, harassment, or retaliation in violation of the law or City Council Policy 25.2 (*Discrimination, Harassment, and Respectful Workplace Conduct Policy*).

POLICY

It is the policy of the City of Santa Cruz to maintain and promote a working environment free from discrimination, harassment, and retaliation, and to provide all current and prospective employees, contractors, interns, and volunteers with equal opportunity in employment regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military and veteran status (later referred to collectively as "Protected Categories") or any other consideration made unlawful by local, State, or Federal law.

This policy is promulgated in recognition of the fact that conduct of the type prohibited by this policy, if allowed to exist, not only violates Federal, State, and municipal law, but also serves to undermine employee integrity, create low employee morale, reduce employee productivity, and cause skilled and valuable workers to leave their City employment. All of this, in turn, is detrimental to the general health and welfare of the community, which depends upon a highly motivated and skilled body of City employees to deliver essential municipal services.

The City Council acknowledges and understands that in order to implement a policy of this type, it is essential that all persons who witness or experience discrimination, harassment, or retaliation report it immediately in order to facilitate early, effective, efficient, and impartial investigation and intervention by the City. Accordingly, any retaliation against a person for filing a complaint, reporting discrimination, harassment, or retaliation which he or she has witnessed, or assisting in an investigation is strictly prohibited. Employees found to have participated in retaliatory action in contravention of this policy shall be subject to disciplinary action up to and including termination.

In implementing the policy, the rights of free speech and association shall be accommodated in a manner consistent with applicable Federal and State law and in a manner consistent with the intent of the policy.

DISSEMINATION OF POLICY AND TRAINING

All employees, supervisors, and managers shall receive a copy of this Administrative Procedure Order and City Council Policy 25.2 and shall also attend sexual harassment and cultural diversity training according to the following schedule:

- 1) All New Employees – Harassment/Discrimination/Retaliation Prevention Training, and Cultural Diversity Training, within the first year of hire.
- 2) Supervisors – Cultural Diversity Training within the first year of hire, Harassment/Discrimination/Retaliation Prevention Training within six months of gaining supervisory responsibilities, and refresher training no less frequently than every two years.

Posters explaining local, State, and Federal non-discrimination laws will be prominently displayed in the Human Resources Department.

REASONABLE ACCOMMODATION FOR DISABILITY (in accordance with Title II of the *Americans with Disabilities Act of 1990, and as amended by the ADA Amendments Act of 2008*)

Disability is defined as: a) a physical or mental impairment that substantially limits one or more major life activities, b) having a documented record of such an impairment, or c) being regarded as having such an impairment.

Accommodation is any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities. It means modifications or adjustments to: a) a job application process to enable an individual with a disability to be considered for the position, b) the work environment in which a position is performed so that a person with a disability can perform the essential functions of the position, and c) enable individuals with disabilities to enjoy equal benefits and privileges of employment as employees without disabilities enjoy.

I. Inclusions

Accommodation includes making existing facilities and equipment used by employees readily accessible to and usable by individuals with disabilities. Accommodation applies to: a) all employment decisions and to the job application process, b) all services and programs provided in connection with employment, c) non-work facilities provided in connection with employment, and d) known disabilities only.

II. Exclusions

Accommodation is not required if: a) it eliminates essential functions of a position from the person's job, or b) adjustments or modifications requested are primarily for the benefit of the person with a disability. The law does not require an accommodation that imposes an "undue

hardship” on the operation of the City. Undue hardship means significant difficulty or expense incurred in the provision of accommodation relative to the operation of the City’s program and includes, but is not limited to, financial difficulty. Undue hardship refers to any accommodation that would be unduly costly, extensive, substantial, disruptive, or that would fundamentally alter the nature or operation of the City. Whether a particular accommodation will impose an undue hardship is determined on a case-by-case basis. The following factors will be considered in determining whether an accommodation would create undue hardship: a) the nature and cost of the accommodation, b) the financial resources of the City, c) the number of employees, and d) the type of operations of the City, including the composition and functions of its workforce.

III. Determining the Appropriate Accommodation

Where a particular accommodation would result in an undue hardship, the City must determine if another accommodation is available that would not result in an undue hardship. If a qualified individual with a disability requests the provision of a reasonable accommodation, the City shall engage in an informal, interactive process with the person with a disability which identifies the precise limitations resulting from the disability and potential accommodations that could overcome those limitations. The accommodation process shall generally involve five (5) steps.

- First, the City shall analyze the particular job at issue and determine its purpose and essential functions.
- Second, the City shall consult with the individual with a disability to ascertain the precise job-related limitations imposed by the individual’s disability.
- Third, the City shall consult with the individual with a disability and, if desired by the agency, the appropriate rehabilitation or ergonomics consultant to identify potential accommodations and the necessary modifications.
- Fourth, the City shall assess the effectiveness of each potential accommodation with regard to enabling the individual to perform the essential functions of the position.
- Finally, the City shall consider the preference of the individual to be accommodated and select and implement the accommodation that is most appropriate for both the employee and the agency.

DISCRIMINATION, HARASSMENT, AND RETALIATION COMPLAINT PROCEDURE

This complaint procedure is available to City of Santa Cruz employees and individuals who believe that they have been subjected to discrimination, harassment, and/or retaliation in relation to employment with the City of Santa Cruz.

Complainants, and employees alleged to have engaged in discrimination, harassment, or retaliation, may choose to be represented at any or all steps in the complaint process.

I. Filing a Complaint

Complaints may be submitted to an employee’s immediate supervisor, any supervisor or manager within or outside the department, the department head, or Human Resources Department within one (1) year of the date the alleged action occurred. Any City of Santa

Cruz supervisor, manager, or department head who receives a discrimination or harassment complaint shall notify the Human Resources Department immediately upon receipt of the complaint. Complaints may be presented orally or in writing.

Written complaints should include the following information:

- The name, address, and telephone number of the complainant.
- The basis for the alleged discrimination or harassment (protected category and/or retaliation).
- The specific discriminatory practice(s) or incident(s) that have occurred.
- The names of any persons thought to be responsible for the discrimination/harassment.
- The remedy the complainant is seeking as a result of the complaint.
- The name, address, and telephone number of the complainant's representative, if any.

If complainants wish to file the complaint in person and receive assistance, they may contact the Human Resources Department to schedule an appointment with a staff investigator.

II. **Investigation and Resolution**

After reviewing the complaint, the Human Resources Director shall determine if an investigation is necessary to resolve the issues of the complaint and, if so, authorize and supervise the investigation of the complaint by a qualified person. The complainant will be contacted by the investigator upon the investigator's receipt of the complaint and will be kept apprised of the status of the investigation. The investigation will be documented and tracked for reasonable progress and appropriate due process. Every effort will be made to conclude the investigation within one hundred and twenty (120) calendar days of receipt of the complaint.

The Human Resources Director will not proceed with the investigation of a complaint if the complaint contains no assertion that the alleged acts occurred based on one or more of the protected categories or if a nexus cannot be established between the alleged act(s) and discrimination based on any of the protected categories.

When the investigation is completed, the Human Resources Director will determine if there is sufficient evidence to substantiate a violation of the City's Discrimination, Harassment, and Retaliation Policy and if remedial action is necessary to resolve the issues of the complaint. The complainant, alleged perpetrator/harasser, and department head(s) will be notified of the Human Resources Director's determination. If discipline is imposed, the discipline will not be communicated to the complainant.

If it would present a conflict (or the appearance of such) for the review and investigation of a complaint to be conducted by the Human Resources Department, the City Manager will be responsible for this process.

III. City Manager Review

Complainants who are not satisfied with the Human Resources Director's determination may request a review by the City Manager (or his/her representative), in writing, within ten (10) workdays following receipt of the Human Resources Director's determination. The City Manager (or his/her representative) shall review the complainant's written appeal and the investigative findings and shall render a written decision within thirty (30) workdays following the review.

IV. Additional Remedies

Current City employees covered by a memorandum of understanding that includes arbitration as the final step in the grievance process may request that the matter be taken to arbitration in accordance with the specific procedures contained in the applicable memorandum of understanding.

In addition, all complainants may file complaints of discrimination, harassment, or retaliation with the State of California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission, whether or not complainants choose to use the City of Santa Cruz' complaint procedure. Time limits for filing complaints with State and Federal compliance agencies vary, and those agencies should be contacted directly for specific information. The addresses and telephone numbers (as of the revision date of this procedure) are:

California Department of Fair Employment and Housing
Bay Area Regional Office
39141 Civic Center Drive, Suite 250
Fremont, CA 94538
Phone: (800) 884-1684
For Persons with a Hearing Impairment: (800) 884-1684 or TTY at (800) 700-2320
E-mail: contact.center@dfeh.ca.gov

United States Equal Employment Opportunity Commission
San Jose Local Office
96 North Third Street, Suite 250
San Jose, CA 95112
Phone: (800) 669-4000
Fax: (408) 291-4539
TTY: (800) 669-6820
ASL Video Phone: (844) 234-5122

City of Santa Cruz
Administrative Procedure Order
Section II, #1B (Effective April 2017)

II-1B

TO: Department Heads
SUBJECT: RESPECTFUL WORKPLACE CONDUCT

PURPOSE

The City of Santa Cruz is committed to maintaining and promoting a respectful work environment. Council Policy 25.2 (*Discrimination and Harassment Policy*), Administrative Procedure Order II-1A (*Discrimination/Harassment Policy Implementation and Complaint Procedure*), and this Administrative Procedure Order establish behavioral and workplace standards to support a culture of collaboration, inclusion, and productivity.

POLICY

It is the intent of the City of Santa Cruz that all employees, volunteers, Councilmembers, Commissioners, customers, contractors, and visitors to the City’s worksites or places where City work is conducted enjoy a positive, respectful, and productive work environment free from behavior, actions, or language constituting a violation of this Respectful Workplace Conduct Policy. Such conduct may include, but is not limited to, the following as perceived by a reasonable person: repeated infliction of verbal, written, or social media abuse such as the use of derogatory remarks, epithets, or insults; physical conduct that is threatening, intimidating, bullying, or humiliating; or the sabotage or undermining of a person’s work performance. Incorporated by reference in this policy is the amendment to §12950.1 of the California Government Code created by Assembly Bill 2053 (effective January 1, 2015) adding to the supervisory training requirement the subject matter “prevention of abusive conduct.”

Employees found to have participated in actions constituting a violation of this policy shall be subject to disciplinary action up to and including termination. Volunteers found to have participated in actions constituting a violation of this policy may be subject to termination of their volunteer relationship with the City. If a complaint involves the conduct of a contractor, Human Resources will inform the contractor of the behavior and request prompt, appropriate action. The City reserves the right to prohibit a contractor’s individual employee(s) from entering City-owned property/premises. Councilmembers, Commissioners, customers, and visitors who engage in conduct in violation of this policy are subject to action on the part of the City intended to stop the conduct and protect others. Executives, managers, and supervisors who know or should know of conduct in violation of this policy and who fail to report such behavior or fail to take prompt, appropriate action when such conduct is observed or reported may be subject to disciplinary action up to and including termination. In implementing the policy, the rights of free speech and association shall be accommodated in a manner consistent with applicable Federal and State law and in a manner consistent with the intent of the policy.

All employees shall receive a copy of this policy when they receive Council Policy 25.2 (*Discrimination and Harassment Policy*) and Administrative Procedure Order II-1A (*Discrimination/Harassment Policy Implementation and Complaint Procedure*).

I. **Definition**

Disrespectful Conduct: Any one or all of the following as perceived by a reasonable person:

- 1) Use of language that is intended to be, or perceived by a reasonable person to be, demeaning, berating, humiliating, threatening, bullying, offensive, insulting, slanderous, or malicious rumor-spreading;
- 2) Conduct that a reasonable person would find disruptive, abusive, threatening, intimidating, aggressive, or insubordinate; and/or
- 3) Acts to undermine or interfere with an employee's work performance.

A single act shall not constitute disrespectful conduct unless especially severe and egregious.

II. **Responsibilities**

a. **Employees, Volunteers, Councilmembers, Commissioners, Customers, Contractors, and Visitors:** All persons are required to behave respectfully and to refrain from disrespectful behaviors, and are expected to:

- Recognize when they or others are being subjected to disrespectful conduct and not condone or ignore it;
- Bring the situation to the attention of a supervisor or the next person in the chain of command, department director, or Human Resources Department, or where physical safety is concerned, contact emergency services (9-1-1);
- Understand that someone's intent does not excuse otherwise disrespectful conduct and/or relieve them from being held accountable for their actions; and
- Address, if possible, inappropriate behavior directly with the person engaging in such conduct in a professional and nonconfrontational manner.

b. **Executives, Managers, and Supervisors:** Executives, managers, and supervisors are responsible for demonstrating respectful personal behavior towards all coworkers and visitors, as well as to set an example of respectful behavior as a model for City employees, volunteers, and visitors. In addition to this responsibility and the expectations listed above, executives, managers, and supervisors are expected to:

- Maintain a level of awareness with their staff sufficient to know if disrespectful behavior is occurring; and
- Maintain a level of open communication with their staff that encourages them to report instances of disrespectful behavior that have occurred;

- Encourage the reporting of instances of disrespectful behavior by making this policy known to all employees;
- Promptly address all observed disrespectful behavior;
- Take reports and complaints of disrespectful behavior seriously and, if deemed appropriate following consultation with their immediate supervisor, attempt to independently confirm whether or not the reported behavior occurred or is occurring, without divulging the identity of the reporting party; and
- Promptly report complaints to a supervisor, the department director, and Human Resources Department.

III. **Retaliation**

The City maintains a strict stance of no tolerance for retaliation against anyone for bringing a complaint or participating in an investigation. Under no circumstances will anyone be disciplined, demoted, or otherwise retaliated against for reporting, disclosing, or bringing a Respectful Workplace Conduct complaint to the attention of the City. Employees found to have participated in retaliatory action in contravention of this policy shall, therefore, be subject to disciplinary action up to and including termination.

- a. Anyone who believes they have been retaliated against because they filed a complaint, participated in an investigation, or reported observing a violation of the Respectful Workplace Conduct Policy should report this behavior to their supervisor, department director, or Human Resources Department.
- b. Complaints of retaliation will be investigated promptly.

PROCEDURE

I. **Filing a Respectful Workplace Conduct Complaint**

Any person who observes or perceives they have been subjected to conduct by another person believed to be a violation of this policy may initiate the complaint process by notifying their immediate supervisor, department director, or Human Resources Department.

- a. Complaints may be submitted to an employee's immediate supervisor, any supervisor or manager within or outside the department, the department director, or Human Resources Department within thirty (30) days of the date the alleged action occurred. Any City of Santa Cruz supervisor, manager, or department director who receives a complaint shall notify an appropriate supervisor/manager/director and Human Resources upon receipt of the complaint.
- b. If a complainant wishes to file the complaint in person and receive assistance, they may contact the Human Resources Department to schedule an appointment.
- c. Written complaints should include the following information (it is recommended but not required to use the "Respectful Workplace Conduct Complaint Form");

- The name, address, and telephone number of the complainant.
- The specific disrespectful practice(s) or incident(s) that have occurred, including retaliation.
- The names of any persons thought to be responsible for the disrespectful behavior.
- The remedy the complainant is seeking as a result of the complaint.
- The name, address, and telephone number of the complainant's representative, if any.

II. **Investigation**

After reviewing the information contained in the complaint, the staff member who received the complaint within the department of the complainant will, in consultation with his or her immediate supervisor, determine if the complaint can be resolved within the department or if there is sufficient complexity to warrant a formal investigation. If so determined, the department director will be consulted and the Human Resources Department will coordinate and conduct (or delegate responsibility for coordinating and conducting) an investigation. The investigation will proceed within the following guidelines:

- a. Steps will be taken to ensure employees are protected from further violations.
- b. Complaints will be dealt with in a discreet and confidential manner, to the extent possible.
- c. All parties are expected to cooperate with the investigation and are required to keep information regarding the investigation confidential. Failure to cooperate or maintain confidentiality could result in disciplinary action up to and including termination.
- d. Employees who are the subject of an investigation into actions constituting a possible violation of this policy may request to have representation. The right to representation may be required for members of the Police and Fire bargaining units.
- e. The complainant, the employee subject to the investigation, and all witnesses will be informed that retaliating against a person for making a complaint and/or participating in an investigation will not be tolerated and could result in disciplinary action up to and including termination.

III. **Resolution of the Complaint**

If a complaint is substantiated, the employee subject to the investigation will be notified of the appropriate disciplinary action that will be taken.

- a. The complainant will be notified if any part of a complaint is substantiated and if action has been taken. The complainant will not be told the details of the action, including discipline.

- b. Both the complainant and the employee subject to the investigation will be notified if a complaint is not substantiated.

IV. Withdrawal of Complaint

The complaint or any part of the complaint may be withdrawn at any time by the complainant; however, the request for such withdrawal must be in writing and state the reasons for the request. The Human Resources Department will review the request for withdrawal in order to determine whether or not it was the result of restraint, interference, coercion, discrimination, retaliation, or reprisal. An investigation may still proceed if a complaint is withdrawn.

V. Records

All records of complaints and investigations, whether substantiated, unsubstantiated, or withdrawn, will be maintained in confidence by the Human Resources Department.

Only documentation of disciplinary action imposed as a result of a sustained complaint is maintained in the employee's personnel file.

DEFINITIONS OF TERMINOLOGY

Abusive Conduct: Conduct of an employer or employee in the workplace or on social media, undertaken with malice that a reasonable person would find hostile or offensive and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of written or verbal abuse, including the use of social media, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Aggressive: Demonstrating unduly forceful behavior.

Bullying: Conduct, either direct or indirect, that harms one or more individuals, not limited to behaviors that cause physical harm. Bullying may be verbal (including oral and written language as well as the use of social media) or nonverbal, may involve a real or perceived imbalance of power, and often includes behaviors described above as *Abusive Conduct*.

Derogatory: Behavior that is disparaging or belittling in attitude that aims to detract or diminish.

Disrespectful Conduct:

- 1) Use of language that is intended to be, or would be perceived by a reasonable person to be, demeaning, berating, humiliating, threatening, rude, bullying, offensive, insulting, slanderous, or malicious rumor-spreading;
- 2) Conduct that a reasonable person would find disruptive, abusive, threatening, intimidating, aggressive, or insubordinate; and
- 3) Acts to undermine or interfere with an employee's work performance.

A single act shall not constitute disrespectful conduct, unless especially severe and egregious.

Epithet: A word or phrase meant to characterize a person or thing, particularly in a negative or derogatory manner.

Humiliate: To disgrace, belittle, or make another appear foolish.

Insolent: Speaking or behaving in a way that is disrespectful or insulting.

Insult: To use offensive or disrespectful epithets towards others.

Intimidate: To behave in a manner that would cause a reasonable person to fear physical or emotional damage or harm.

Malice: A willful and conscious disregard of the feelings, rights, or safety of others.

Respectful Conduct: Behavior that expresses consideration of others' identities, viewpoints, and beliefs; restraint from behaviors that would be considered disrespectful conduct.

Retaliation: Verbal, nonverbal, or physical conduct or actions including the use of social media intended to injure or harm someone as a response to an action taken or perceived to have been taken; revenge.

Sabotage: The deliberate undermining of a person's work performance.

Threatening: Acting in a deliberately frightening quality or manner.

EXAMPLES OF BEHAVIORS

I. Examples of Respectful Behavior:

Every person is expected to abide by these values and standards of respectful interpersonal behavior, communication, and professionalism:

- We respect and value the contributions of all members of our community;
- We listen first and take responsibility for all our behaviors, including all verbal and nonverbal actions;
- We treat coworkers and others with respect, civility, and courtesy;
- We work honestly, effectively, and collegially;
- We respond promptly, courteously, and appropriately to requests for assistance or information;
- We use conflict management skills, together with respectful and courteous verbal communication, to effectively manage disagreements;
- We encourage and support all coworkers and others in developing their individual conflict management skills and talents;

- We have an open and cooperative approach in dealings with employees, recognizing and embracing individual differences;
- We recognize that differing social and cultural standards may mean that behavior that is acceptable to some may be perceived as unacceptable or unreasonable to others;
- We abide by all applicable rules, regulations, and policies and address any dissatisfaction with, or violation of, policies and procedures through appropriate channels;
- We demonstrate commitment to a culture where all coworkers cooperate and collaborate in using best practices to achieve positive work-related outcomes; and
- We are responsible stewards of resources and human assets to achieve excellence and innovation in the service to our community.

II. **Examples of Disrespectful Behavior**

Every person is expected to refrain from exhibiting disrespectful behavior. Examples of disrespectful behavior can include, but are not limited to, the following:

- Use of threatening or abusive language, or language that is intended to be, or is perceived by others to be, demeaning, berating, humiliating, or offensive;
- Intentionally ignoring someone, picking on an individual or group, or bullying;
- Making threats of violence, retribution, or financial harm; shouting or engaging in other speech, conduct, or behaviors that are reasonably perceived by others to represent intimidation;
- Using racial or ethnic slurs; demonstrating racial, gender, sexual orientation, or cultural bias (see also 1) City Council of Santa Cruz Policy 25.2 (*Discrimination and Harassment Policy*), and 2) Administrative Procedure Order II-1A, (*Discrimination/Harassment Policy Implementation and Complaint Procedure*));
- Making or telling jokes that are intended to be or that are reasonably perceived by others to be derogatory, crude, or offensive; teasing, name-calling, insulting, ridiculing, or making someone the brunt of pranks or practical jokes;
- Using sarcasm or cynicism directed as a personal attack on others;
- Spreading malicious rumors or gossip;
- Throwing instruments, tools, office equipment, or other items as an expression of anger, criticism, or threat, or in an otherwise disrespectful or abusive manner;
- Making comments or engaging in behavior that is untruthful or directed as a dishonest personal attack on the professional or personal conduct of others;
- Retaliation;
- Sabotage; and
- Insubordination: Not submitting to authority; being disobedient to proper direction from an organizational superior, including, but not limited to, refusal to do an assigned job, refusal to render assistance, refusal to work overtime when mandatory, insolent response to a work order, or unreasonable delay in carrying out an assignment.



RESPECTFUL WORKPLACE CONDUCT COMPLAINT FORM

SECTION I. Complainant Information (Person filing this complaint)

Name: _____

Address: _____

Phone: _____

Position: _____

Supervisor: _____

SECTION II. Respondent Information (Person this complaint is being filed against)

Name: _____

Job Title: _____

Department: _____

SECTION III. Description of Complaint

Date and Time of Incident: _____

Location of Incident: _____

1. Please provide a description of the incident(s) constituting the alleged violation. Include the person(s) involved, and the name(s), and contact information of any person(s) who may have knowledge of the incident(s). (Attach additional sheets if necessary.)
