

2022-2025
MEMORANDUM OF UNDERSTANDING

CITY OF SANTA CRUZ AND
CITY OF SANTA CRUZ SERVICE EMPLOYEES

Service Employees International Union, Local 521

October 1, 2022 – October 10, 2025

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MEMORANDUM OF UNDERSTANDING
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SECTION 1.00 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Santa Cruz (hereinafter referred to as the City) and the City of Santa Cruz Service Employees, Service Employees International Union, Local 521, (hereinafter referred to as the Union), and, upon ratification by the Union membership and a determination is made by the City Council, is binding under Section 3505.1 of the Government Code.

The City and the Union have met and conferred in good faith and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment.

The City and the Union recognize their obligation to provide services of the highest quality and efficiency to the community.

The City and the Union affirm the principal that harmonious labor/management relations are to be promoted and furthered.

SECTION 2.00 – TERM

The term of this agreement shall begin on October 1, 2022 and shall fully terminate on October 10, 2025.

Unless otherwise stated herein, all payroll related changes identified in this agreement will commence with the pay period beginning October 1, 2022.

SECTION 3.00 - NO ABROGATION OF RIGHTS

The parties acknowledge that City responsibilities and rights as indicated in current Article 1, Section 1, (Appendix A) of the City Personnel Rules and Regulations and all applicable State or Municipal laws are neither abrogated nor made subject to the meet and confer process by adoption of this Memorandum of Understanding.

Pursuant to Article 1, Section 1, (Appendix A), the City's rights include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions, and boards; to determine the procedures and standards of selection for employment and promotion; to direct its employees; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to determine the content of job classifications; to hire, transfer and promote or to lay-off employees for lack of work; to suspend, discipline and discharge employees for proper cause; to expand or to diminish services; and to determine the methods, means and personnel by which government operations are to be conducted, except as specifically modified by the terms of the Memorandum of Understanding.

The parties further acknowledge that the rights of employees are neither abrogated nor diminished by the adoption of this Memorandum of Understanding.

SECTION 4.00 - PAST PRACTICES

The parties agree that they shall adhere to established labor relation's principles in handling past practices. The parties agree that a past practice may be established if the practice meets all of the following:

- 1) The practice is unequivocal and consistently performed;
- 2) The practice is clearly communicated by the City and acted upon by the Union or clearly communicated by the Union and acted upon by the City; and
- 3) The practice is readily identifiable over a reasonable period of time as a fixed and established practice accepted by both parties.

The parties agree in handling past practice issues within the scope of representation:

- 1) Past practices superseded by revised M.O.U. language are null and void;
- 2) Past practices which contradict existing M.O.U. language or written City rules shall be null and void upon reasonable notice from the City that the language will be followed;
- 3) Past practices within scope which are not covered by M.O.U. language or City rules shall remain in effect through the term of the M.O.U. unless changed through mutual agreement.

SECTION 5.00 - RECOGNITION

Pursuant to the Meyers-Milias-Brown Act and the City's Personnel Rules and Regulations, the Union is certified as the recognized employee organization for full-time, limited-term (See Section 9.12), and part-time regular employees in classifications listed in the City's Salary Compensation Plan for Service Employees, the current version of which is Exhibit A attached hereto. This unit shall be titled Service Employees.

SECTION 6.00 - NO DISCRIMINATION

- A. The Union and the City agree to adhere to the City Council policies pertaining to the prevention of discrimination, harassment, and disrespectful workplace conduct as listed in Exhibits B, C, and G as well as applicable Federal and State discrimination law.
- B. Neither the City, nor the Union, shall interfere with, intimidate, coerce or discriminate against City employees because of their exercising their right to form, join, and participate in the activities of the Union, or exercising their right to refuse to join or participate in the activities of the Union.

SECTION 7.00 - UNION RIGHTS

7.01 Payroll Deductions

A. The City shall honor the terms of the employee's authorization for Union deductions, for example, any terms of a membership and deduction authorization card the Union has supplied the employee. The employee may only revoke the authorization pursuant to the terms of the authorization the employee signed.

B. Deductions shall start the pay period after the City receives notification of the authorization. The City shall transmit such payments to the Union through electronic funds no later than thirty (30) days after the deduction from the employee's earnings occur.

C. Requests to authorize payroll deductions for Union purposes or COPE deductions shall be directed by the employees to the Union rather than the City. Requests to revoke or change the authorization shall also be directed to the Union rather than the City. The City shall rely on the Union's explanation in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization/ revocations/ changes in deductions have been requested by the represented employees.

D. The Union shall not provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

E. The City shall on a bi-weekly basis, provide the Union with an electronic file containing payroll information for SEIU 521 employees including the following information: name; job classification; department; work location; work phone; work email (if available); personal email (if available); home address; mailing address; cell phone (if available); home telephone number; date of birth; date of hire; hourly rate; status (part-time or full-time); union deductions; annual salary; and employee identification number.

F. The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agent (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 7.01-7.10, including, but not limited to, any claims made by any represented employees for the dues deductions the City made in reliance on the Union's certification, and any claims made by any represented employees for any deduction cancellation or modification the City made in reliance on the information provided by the Union. In the event any such action or proceeding is brought against the City by reason of any such claim, the Union, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Union agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inactions under Sections 7.01-7.10.

G. Violations of this section of the MOU are grievable.

7.01.01 Confidential Employees

Employees filling positions designated as confidential (see Exhibit H) are represented and may hold membership in the Union but are excluded from active participation as negotiators, committee chairpersons, or any other role in which they represent the Union in matters within the scope of representation pursuant to Section 3507.5 of the Meyers-Milias-Brown Act.

7.02 Memorandum of Understanding - Printing and Distribution

The City and Union will share the cost of printing copies of this Memorandum of Understanding in a mutually agreeable format and make it available to all members. Such distribution shall only occur during an employee's rest period, meal break or non-work time.

When a person is hired in any classification covered by this Memorandum of Understanding, the City shall notify the person that the Union is the recognized employee organization and of the agency shop provision. The City will provide that person with a copy of the current Memorandum of Understanding.

7.03 Union Notification

Except in cases of bona fide emergencies, the Union shall be given fourteen (14) calendar days' advance written notification of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, or management, and shall be given the opportunity to meet and confer with the City representative prior to its adoption.

7.04 Display Space and Department Mail

The City shall provide display space at each facility covered by this Agreement, for the posting of notices approved by the Union. It shall be the Union's responsibility to maintain the information on the display space. The display space will be clearly marked as Union Display Space.

The Union shall have reasonable access to display space and departmental mail for the purpose of Union communications.

7.05 Time Off for Union Officials

7.05.01 Meet and Confer or Consult Sessions

During the term of this agreement, a reasonable number of Union members (eight plus the President or Vice-President of the Local) shall be allowed a reasonable amount of paid release time off for meet and confer or meet and consult sessions scheduled with the City Council's designated representative, providing there is no disruption of work in the employee's division. The exact number to be released shall be determined by mutual agreement prior to the session; and shall vary by the type of issue being discussed (i.e., single department affected, multiple departments affected, etc.). The Union shall notify the Human Resources Director in advance of the meeting of the names of members who will be in attendance.

Human Resources will request release time from the supervisors of those Union members before leaving their work or work locations, such Union members will obtain permission from their supervisors. Supervisors are assumed to have granted such permission unless they respond otherwise to the request from Human Resources.

7.05.02 Union Stewards

The Union shall be authorized to designate employees within the unit as stewards, not to exceed

twenty- five (25) in number, and must furnish a list of these stewards to the Human Resources Department annually and as needed when changes occur. Stewards shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward's area of representation as shown in Exhibit D in the filing or processing of identified grievances or disciplinary appeals as long as there is no disruption of work in the employee's division. The Union may designate an alternative representative when it deems appropriate. Stewards must first obtain permission through appropriate management channels before leaving their work or work location for such purposes. This provision shall be limited to periods of regular working hours. It is agreed the City shall not pay stewards for time spent in handling grievances when they are not regularly scheduled to work.

7.05.03 Chief Stewards

The Union may designate up to five (5) Chief Stewards. Chief Stewards shall be entitled to release time to replace stewards when the Division Steward is not available.

7.05.04 Union Leave

Upon request of the Union's Santa Cruz Area Director, workers who are Union members may request unpaid release time not to exceed twelve (12) months for Union business. A worker granted such leave, who has regular status in their job class, shall have the right to return to their former position. In the event that the worker wants to continue benefits coverage (including medical, dental, vision and life insurance) through the City plans, arrangements will be made for the Union to reimburse the City for costs associated with continuing such coverage.

The Union may have the City Chapter President or Vice President of the Union released on work time to attend City Council meetings on matters within the scope of representation related to bargaining unit employees, upon approval of the Human Resources Director.

7.06 Access to City Facilities

With a minimum of two-day's notice within the regular work week (M-F) and the approval of the site administrator, the Union's representative may meet with members on City facilities during the non-working hours of the employees involved. For the purpose of Union access, employees involved who have a paid lunch shall be allowed to attend a meeting pursuant to the above, however, if called back to work the employee shall return to their duties. The non-working hours restriction does not apply to the handling of grievances. A reasonable effort will be made to accommodate the Union representative.

7.07 Bargaining Unit Employee Information

A. Bargaining Unit Employee List

On a bi-weekly basis, the City shall supply the Union with a comprehensive list of all employees covered by this MOU with the following information: full name, employee number, job classification, date of hire, termination date (if employment has ended), hourly rate, annual salary, date of birth, department, work location, work phone, work email (if available), personal email (if available), home address, mailing address, home phone, cellular phone (if available), and employment status (to include date of separation, etc.), to the extent permitted by law.

B. Protection of Contact/Biographical Information of Bargaining Unit Employees

The City shall immediately notify the Union of any third-party requests for contact and/or biographical information about the bargaining unit employees. The City shall promptly provide the Union a copy of the request and any material submitted with the request.

The City shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the City responding to the request. The City agrees to consider the Union's response prior to disclosing to a third party any contact and/or biographical information about the bargaining unit employees.

7.08 Area Meetings

The City shall provide employees two (2) hours of release time per area Union general membership meeting. The two (2) hours includes travel time to and from the meeting and cannot result in an adverse impact on City operations. The purpose of area meetings shall be to nominate and elect shop stewards and to provide a forum for Union communications. There shall be a maximum of three (3) area meetings annually. Union representatives shall have access to City facilities during work hours to conduct such area meetings with employees. The Union shall notify the Human Resources Director at least ten (10) workdays in advance of the date, time, and location of each area meeting. No more than two (2) Union officials shall be provided release time to conduct these meetings. In addition, during successor MOU negotiations, the City will allow no more than eight (8) bargaining team members to attend Area Meetings.

7.09 C.O.P.E. Deduction

The City agrees to the establishment of a payroll deduction program for voluntary employee contributions to the Committee on Political Education, (C.O.P.E.) subject to the following conditions:

- A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the City.
- B. Payroll deductions shall commence on the second pay period after the authorization is received by the City.
- C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time in the manner consistent with Section 7.01.
- D. The Union shall indemnify, defend and hold the City, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the City under the provisions of this section in the manner consistent with Section 7.01 G.

7.10 New Employee Orientation

A. The City agrees that each newly hired bargaining unit employee shall participate in a scheduled new employee orientation that includes a half-hour (30 minute) Union informational in-person meeting within the first thirty (30) days from the date of hire during regular working hours and onsite without the loss of compensation. The City shall notify the Union no less than ten (10) days of a scheduled new employee orientation.

B. The Union agrees that it shall pre-designate up to five (5) Union designee(s) mutually

agreed upon by the City and the Union no more than two of which will attend each orientation, session, or meeting, provided that there is no disruption of work in each designated Union employee's division due to these employees' attendance. The Union agrees that it shall provide the names of the Union's pre-designated designee(s) to the City's Human Resources Director in writing, at least five (5) calendar days prior to the scheduled attendance at the orientation meetings, sessions, or trainings, Union designee(s) who are included in the written notice of attendance by the Union submitted to the Human Resources Director, at least five (5) calendar days in advance, shall be given release time to conduct such orientation sessions, meetings, or trainings under this Section. For purpose of this subsection, Union designee(s) may include, but not limited to, Union representatives, officers, stewards and members.

C. City representatives shall be absent from the room during any sessions, meetings or trainings conducted by the Union with newly hired employees. The City shall not discourage an employee's participation in the Union portion of the onboarding process.

7.11 Weingarten Rights

All employees have the right to request a union representative to be present and to be represented in an investigatory interview with the employer when they reasonably believe that the interview may lead to disciplinary action.

SECTION 8.00 - PERSONNEL ACTIONS

8.01 Personnel Files

There shall be only one official personnel file which shall be maintained in the City's Human Resources Department. Employees shall have the right to review their personnel files or authorize, in writing, review by their representatives. 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 files responses to adverse material inserted therein.

8.01.01 Performance Evaluations

It is compulsory that all regular employees receive an annual written performance evaluation from their supervisors. Employees serving a six-month probation will be evaluated at the completion of their third and sixth month of service. Employees serving a twelve-month probationary period will be evaluated at the completion of their third, sixth, ninth, and twelfth month of service. All regular employees will be evaluated on their merit review dates.

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. Supervisors will make every attempt to address performance issues in a timely manner throughout the evaluation period and provide appropriate feedback to employees on an ongoing basis.

Any additions, corrections, deletions or changes on the original evaluation form, require initialing by both 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 appeal a performance evaluation to the department head and, if not satisfied, to the Human Resources Director and/or formally enter a response to the evaluation in their personnel file. Any unsatisfactory areas in an employee's evaluation shall have attached reasons stated by the rater in the commentary section and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. Disputes regarding performance reviews shall not be subject to the grievance process.

8.01.02 Late Evaluations

Failure of the supervisor to present the employee with the evaluation within sixty (60) calendar days of the due date, unless extension is mutually agreed upon in writing, shall result in a recommendation of step advancement in conjunction with Section 10.01.02. However, as soon as possible thereafter, the supervisor shall conduct a performance evaluation in accordance with Section 8.01.01.

8.02 Probation

8.02.01 Probationary Period

All original, promotional and re-hire appointments shall be subject to a probationary period of (a) twelve months for Wastewater Collections Maintenance Trainees; and, (b) six months for all other unit employees. Any time spent by an employee on unpaid status shall not be counted as qualifying service toward completion of the probationary period.

Employees hired into positions that require a one-year probation shall receive credit toward completion of the probationary period for any time spent in the same position on a temporary assignment immediately prior to the regular appointment. Such credit shall be given on a monthly basis up to a maximum of six (6) months of credit.

8.02.02 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 employees performance.

8.02.03 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 promotion occurred; unless the rejection is due to discharge in which case no reinstatement shall occur.

8.02.04 Extension of Probation

All efforts shall 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. With the employee's consent, the probationary period may be extended as described above on less than seven (7) calendar days' written notice.

SECTION 9.00 - WORK ASSIGNMENTS

9.01 Work Shifts

A standard work period for full-time employees is eighty (80) hours per pay period with two (2) or more consecutive days off per week. In accordance with the Fair Labor Standards Act (FLSA) the City shall designate a standard forty (40) hour work week for each pay period week. Alternative work schedules (other than an eight hour, five day per week schedule) may be established by the City in consultation with the Union.

Employees shall be assigned regularly scheduled starting and quitting times. A shift is defined as regularly set starting and quitting times. Affected employees and the Union shall be notified as much in advance as possible, but at least ten (10) working days in advance of changes in shift schedules and work weeks. At least fifteen (15) calendar days' notice will be given to employees and the Union for changes to Police Records Technician schedules and the Union will have the opportunity to meet and respond to the Chief of Police and to present alternative scheduling plans for their review; the decision made by the Chief of Police regarding changing schedule plans shall be final.

9.02 Alternate Schedules/Flex Time, Telework, VTO and Developmental Assignments

The City acknowledges that there may be benefits both to the City and the employee in alternative schedules. Employees may request that their department heads consider alternate scheduling of their work. Examples of alternate schedules include 4/10, 9/80, flex-time, job sharing, telework and voluntarily reduced work hours. The supervisor and department head may give consideration to such requests within existing law and policy, but are not obligated to change an employee's schedule.

The City may establish alternate/flex schedules and/or regularly scheduled telework within the guidelines of Section 9.01 (Work Shifts) of the MOU and existing law and policy.

9.02.01 Voluntary Time Off

Requests for voluntary time off shall be made and granted according to APO #II-42, Voluntary Time Off (VTO) Program (June 2009). If requested, reasons for denial will be in writing.

9.02.02 Developmental Assignments

The City and the Union acknowledge that there may be benefits both to the City and the employee in offering voluntary developmental opportunities such as job rotations, job exchanges and other professional development and training techniques. These developmental assignments shall be in accordance with Section 10.04 (Working Out of Classification). Any

schedule changes necessary to accommodate a developmental assignment shall be implemented in accordance with Section 9.01-Work Shifts of this MOU.

9.03 Sanitation Work Hours

All sanitation employees shall work a standard eight-hour (8) day, forty-hour (40) per week schedule.

9.04 Part-Time Employees

The City shall not increase a regular part-time employee's work week for more than sixty (60) days without an opportunity for discussion between the employee and their supervisor.

Part-time employees who have their normal work schedule increased for a period that exceeds thirty (30) calendar days will have their benefit accruals increased accordingly. This applies only to an authorized increase in hours in the employee's own classification or into another regular City classification.

Changes in regular part-time employee schedules that affect benefit accruals must be submitted via PAF.

9.05 Seniority

Subject to bona fide operational needs, seniority from the most recent date of hire in a regular position shall be the criterion used to determine eligibility and time for vacation (see also Section 12.02-Scheduling of Vacation), floating holidays and compensatory time off.

Seniority as a regular employee within the classification shall be the criterion used to determine shift selection and duty assignment. Within the sanitation division, seniority within the classification will be the criterion for route assignment.

When bona fide operational needs override the criterion of seniority for shift selection and duty assignment, the affected employee shall be furnished with a written description of those operational needs. Seniority shall not be the sole basis for rotational lead assignments or working-out-of-class assignments.

9.06 Lunch Period

All full-time employees shall be entitled to and expected to take an uninterrupted, unpaid lunch period of a minimum of thirty (30) minutes at or about the mid-point of their workday. Wastewater Plant Operators, Water Plant Operators, Rangers, and Senior Rangers assigned to the Police Department are exempt from this requirement and entitled to a paid thirty (30) minute lunch period. Rangers and Senior Rangers assigned to the Water Recreation Facility are exempt from this requirement and entitled to a paid thirty (30) minute lunch period when the facility is open to the public. Supervisors may occasionally approve flexible scheduling of lunch periods for individual employees. Regular schedules that do not provide the required lunch period at or about the mid-point of the workday will not be allowed.

9.07 Rest Periods

Employees shall be allowed a 15-minute rest period during each four hours of regular work. Departments may make reasonable rules concerning the scheduling of same. Rest periods not taken shall be waived. Rest periods cannot be taken at the beginning or end of a shift or combined with a meal period unless approved. This is not effective in periods of a bona fide

emergency nature. Rest periods shall be considered work time.

9.08 Clean-Up Time

Employees who work with hazardous, contaminated and/or dirty materials shall be allowed 15 minutes, (or more, if approved by the supervisor), prior to their lunch periods and before the end of their workdays to clean up. The City shall provide access to wash stations at all facilities.

9.08.01 Dress Time

Employees who are required to wear a uniform that is maintained, laundered and provided by the City and required to change into/out of said uniform at their work location shall be permitted to take ten (10) minutes of work time when changing into/out of required uniforms. This time may not be added to Clean-Up Time taken in accordance with Section 9.08 nor is it eligible for overtime without prior approval from the supervisor. This section does not preclude employees from voluntarily and without additional compensation electing to arrive and change prior to their scheduled start time. This provision does not apply to equipment donned temporarily over a uniform to complete specific tasks.

9.09 Emergency Meals

The City shall provide meals for employees assigned to work emergency or unscheduled overtime when an employee works four or more hours contiguous to their regular work shift. Thereafter, an additional meal shall be provided for every four-hour period. Location of meal sites shall be pursuant to administrative directive. The maximum emergency meal allowance will be \$25.00.

9.10 Light Duty Assignments

If an employee's medical condition temporarily precludes the performance of their normal duties and management determines modified work is available and necessary to be performed, they may, with medical authorization from the employee's personal physician, be temporarily assigned to such work for a period not to exceed six (6) months, unless an extension is approved by the Appointing Authority. No change in base pay will result in this temporary assignment. The Human Resources Department will review departmental denials of requests for light duty assignments. The employee may request a meeting with the Human Resources Department to review any denial; at the employee's request, the employee's representative may accompany the employee to this meeting.

9.11 Parks Work Schedule

A. Parks employees actually working eight (8) consecutive days or more, shall receive compensation of time and one half (1½) for those hours worked in excess of five (5) consecutive days. Paid time off in excess of three (3) hours shall not be considered time worked for the purpose of this payment. For example, an employee taking a paid leave in the middle of an eight (8) day work cycle would not qualify for overtime compensation.

Employees shall have the option of receiving the overtime compensation in the form of pay or compensatory time off.

The above pertains only to those employees who are rotating between assigned shifts.

B. All Parks employees periodically assigned to work weekends shall do so on a two

(2) month rotational basis or longer, if by mutual agreement.

It is mutually understood that the difference in rotational schedules shall not be construed to diminish the City's rights to transfer employees.

9.12 Employment of "Regular, Limited Term" Employees

9.12.01 Definition

Regular, limited Term is an appointment to an authorized position budgeted for a period of thirty-nine (39) weeks or more, but less than fifty-two (52) weeks. For example, a thirty-nine (39) week employee may be placed in active status from March through November and be placed on furlough from December through February. No City employment, including temporary assignments, may be held during a furlough period except when offered to temporarily fill a vacant regular position in the same classification. Authorized Regular, Limited Term positions that are included in the covered classifications in the existing Service M.O.U. are covered by this agreement pursuant to Section 5.00-Recognition of the M.O.U.

9.12.02 Notification to Employee

All regular, Limited Term employees shall be notified in writing of their term of employment at hire, including their specific furlough period. Employees shall be notified as soon as possible, but no less than ten (10) calendar days, of any changes to this work schedule.

9.12.03 Terms and Conditions

Changes to the M.O.U. that affect the terms and conditions of Regular, Limited Term employees are as follows:

1. Active Status: Employees shall receive the same benefits as other regular employees during their active working status.
 - A. Probationary Period/Step Increases: Probationary period and step increases will be in accordance with Section 8.02-Probation and 10.01.02-Advancement Within the Range of the M.O.U. It is understood that no credit towards probation or step increase advancement will be received during the furlough period.
 - B. Holidays: Employees shall receive all holidays occurring during their period of active status.
2. Furlough Status: Employees are not entitled to receive any City paid benefits or accrue leave time during their furlough (non-working) status. A furlough is not considered a leave of absence or a layoff.
 - A. Medical, Dental, Vision Benefits: During periods of furlough, Regular, Limited employees shall have the following options:
 1. Discontinue health coverage.
 2. Continue health coverage by paying the appropriate premium.
 3. Continue health coverage by paying the appropriate premium, in advance, by payroll deduction during active status.

- B. Vacation/Sick Leave: Employees may not accrue sick or vacation leave or use any leave during their furlough. Any time accrued while in active status will remain in the employee's account balance during the term of the furlough.
- C. Holidays: Employees will not receive any payment or time off for holidays which occur during their furloughs.

9.13 Water Treatment Plant Operator Shift Selection

(NOTE: This section does not pertain to temporary schedule changes to cover time off when appropriate, i.e. vacations, trainings, etc.)

Seniority as a regular employee within the classification shall be the criterion used to determine shift selection (subject to bona fide operational needs; i.e. SCADA system coordinator).

- Shift schedules will be determined by the CPO prior to shift selection.
- Shift selection shall occur:
 - Annually with the actual shift changes occurring on the first Saturday of January.
 - Whenever there is a shift that needs to be filled (i.e. after a retirement).
 - Whenever a new hire becomes qualified to work a stand-alone shift (typically after the probation period as a T3 Operator).
- During the shift selection process Operators will choose one of the shifts established by the supervisor, in order of seniority.
- As per MOU Section 9.05, Seniority as a regular employee within the classification shall be the criterion used to determine shift selection and duty assignment. Plant Operators I and II will be considered within the same classification and Plant Operators III and IV will be considered within the same classification for the purpose of seniority privileges.
- With CPO approval Operators may swap shifts on a voluntary basis; which is not subject to seniority bumping.
- Weekend rotations will continue as currently practiced: every four months on the first Saturday of May, September, and January.

SECTION 10.00 - PAY RATES AND PRACTICES

1. Cost of Living Adjustments
 - a. Effective the pay period that begins on October 1, 2022, the salary for all bargaining unit members shall be increased by an additional four and half percent (4.5%).
 - b. Effective the pay period that begins on September 2, 2023, the salary for all

bargaining unit members shall be increased by an additional four percent (4.0%).

- c. Effective the pay period that begins on August 31, 2024, the salary for all bargaining unit members shall be increased by an additional three and a half percent (3.5%).
2. Delete Steps A & B from the Salary Compensation Plan/Schedule for all classifications
 - a. Employees currently in Steps A & B will move to Step C effective after City Council approves an MOU in open session, employees are eligible for advancement to the next hire salary step on their next regularly scheduled merit review. Steps D-J will be adjusted upwards accordingly to maintain five percent between steps.
 - b. Step C of the Facility Attendant, Landfill Gate Attendant and Parking Attendant classification will be set to the current benefitted living wage of \$19.01/hour.
3. Effective October 1, 2022 or the first pay period in which Council approves an MOU in open session, whichever is later, employees will receive a one-time signing bonus of \$1,800 for full time employees, and pro-rated for part time employees.
4. Furloughs: The City agrees that there will be no furloughs during the term of this Agreement.

10.01 Salary Steps

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

10.01.01 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 Human Resources Director for Steps A-H and the City Manager for Steps I-J. The City and the Union will meet quarterly to review data and trends of appointments above the first step.

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, the employee shall be placed at the next higher step in the new range that will result in at least a 2.5% salary increase if promoted to another Service position and at least 5% if promoted to a Supervisory or Management position. A higher promotional salary may be recommended by the appointing authority based on an employee's advanced qualifications for the position. Such recommendation is subject to approval by the Human Resources Director and the City Manager.

10.01.02 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 the Human Resources Director.

- B. All new and promoted employees shall be granted their first merit increase upon successful completion of the probationary period (see Section 8.02-Probation), with the exception of employees in the Wastewater Collection Maintenance Trainee classification who will receive their first merit increase upon successful completion of six (6) months of active employment at the mid-point of their twelve (12) month probation and no merit increase at the completion of their twelve (12) month probation.

The employee shall then be eligible for subsequent merit increases after each full year on paid status, continuing until the top of the salary range is attained.

- C. Merit increases shall normally be from one pay step to the next higher pay step. A double step increase may be recommended by the department head based on an employee's exceptional performance as documented in her/her annual or end of probation performance evaluation. Such recommendation is subject to the approval of the Human Resources Director and the City Manager.
- 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 s/he shall be eligible for the next merit increase after one year on paid status from the new review date. If a merit increase is denied notice shall be given to the Union by mail or other agreed upon process upon request of the employee.
- E. An employee's scheduled merit review date shall be adjusted for any time spent by the employee on unpaid status in excess of 80 hours.
- 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 a salary increase of at least 2.5%. This increase shall have no effect on the employee's original merit review date.

10.02 Salary/Retirement

10.02.01 Employees Hired On or Before May 11, 2012 (Tier I)

This section shall apply to employees hired on or before May 11, 2012 who are 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 shall be based on the single highest year.
- B. 2.0% @ 55 Pension Formula
The 2.0% @ 55 pension formula shall be available to all employees covered by this section who are members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section.
- C. Required Employee Contribution

Members covered by this section will contribute the employee contribution amount established by CalPERS for the 2.0% @ 55 pension formula. The required employee contribution amount effective July 1, 2013 is 7% on a pre-tax basis. Effective July 1, 2012, employees picked up an additional 1% of PERS (total 8%) on a pre-tax basis.

Effective July 5, 2014, employees shall pick up an additional one and a half percent (1.5%) of PERS (total 9.5%) on a pre-tax basis.

10.02.02 Employees Hired on or After May 12, 2012 but before January 1, 2013 (Tier II)

This section shall apply to employees hired on or after May 12, 2012 but before January 1, 2013 who are 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 agreement shall be based on the employee's highest three year average.
- B. 2.0% @ 60 Pension Formula
The 2.0% at 60 pension formula shall be available to all employees covered by this section who are members of CalPERS. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section.
- C. Required Employee Contribution
Members covered by this section will contribute the employee contribution amount established by CalPERS for the 2.0% at 60 pension formula. The required employee contribution amount effective July 1, 2013 is 7% on a pre-tax basis. Effective July 1, 2012, employees picked up an additional 1% of PERS (total 8%) on a pre-tax basis.

Effective July 5, 2014, employees shall pick up an additional one and a half percent (1.5%) of PERS (total 9.5%) on a pre-tax basis.

10.02.03 Employees Hired on or After January 1, 2013 (Tier III)

This section shall apply to employees hired on or after January 1, 2013 who are members of CalPERS, in accordance with law.

- A. Final Compensation based on Three Year Average
For purposes of determining a retirement benefit, final compensation for employees covered by this agreement shall be based on the employee's highest three year average.
- B. 2% @ 62 Pension Formula
Members covered by this section will contribute the employee contribution amount established by CalPERS for the 2.0% at 62 pension formula. The required contribution amount effective July 1, 2013 is 6.75%. Effective July 1, 2013, employees picked up an additional one percent (1%) of PERS on a pre-tax basis for a total of 7.75%. Additionally, the City provides the Pre-Retirement Optional Settlement 2W Death Benefit to employees covered by this section. Employees covered by this section who are classic members as defined by CalPERS may be eligible for a different pension formula.

C. Required Employee Contribution

Effective July 5, 2014, employees shall pick up an additional one and a half percent (1.5%) of PERS on a pre-tax basis above the employee's legally required contribution as calculated by PERS (total of 9.25% as of the signing of this MOU).

10.02.04 Retirement, All Employees

The City shall maintain the IRS 414(h)(2) provision allowing employees to defer State and Federal Income taxes on their CalPERS contributions.

10.02.05 Sick Leave Conversion

The City will provide the sick leave conversion benefit in accordance with Government Code Section 20965.

10.03 Longevity

Upon completion of ten (10) years of continuous regular service employees shall receive a 2-1/2% longevity pay increase. Upon completion of fifteen (15) years of continuous regular service employees shall receive an additional 2% longevity pay increase. Longevity is calculated from the date of hire into a regular status position or a fully benefited special status position. It is understood that longevity pay is considered "additional compensation" for purposes of PERS and tax computations.

10.04 Working Out of Classification

The term "working out of classification" is defined as a management-authorized assignment on a temporary basis of an employee in a lower classification to a budgeted higher classification. Assignments will be made to qualified employees assuming a significant number of duties of the higher classified position. Whenever reasonably possible, prior to authorizing a working out of classification assignment the supervisor will inform qualified employees of the assignment and request volunteers. The Department may assign working out of classification on a rotational basis when the Department determines such rotational assignment would be appropriate. The purpose of rotation is to promote career ladder development. This article shall also apply for all hours worked in job sharing, job exchanges and other professional development and training opportunities within the City in accordance with Section 9.02-Alternate Schedules/Flex Time, Telework, VTO and Developmental Assignments and not subject to Section A and B of this article. Pay for "working out of classification" shall be as follows:

- A. Employees appointed to fill vacant positions will receive working out of class pay beginning the first shift of the assignment, for all hours worked during the assignment.
- B. Employees appointed to a position for vacation, sick leave or leave of absence coverage will receive working out of class pay beginning the first full shift of the assignment, for all hours worked during the assignment.
- C. Working out of class pay will be the next highest pay step in the classification to which the employee is assigned. Working out of class pay will not be less than a 2.5% increase when assigned to another Service position. Employees who work out of class in a Supervisory or Management position will receive working out of class pay of not less than a 5% increase.

- D. If the 2.5% or 5% pay differential above does not result in the employee reaching at least the first step of the higher salary range, the employee will be placed at the first step of the higher salary range.
- E. All assignments of more than 60 days will be made on a Personnel Action Form and will take effect at the beginning of a pay period, following the first day of the assignment.
- F. For employees who are considered new members to CalPERS after January 1, 2013, the difference in pay shall not be considered pensionable compensation pursuant to CalPERS.

10.05 Shift Differential

Any employee who is required and authorized by management to work a regularly scheduled shift at least one hours or more of which fall between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of \$0.90 per hour or five percent (5%) of base hourly rate for each hour worked within the shift differential period of 6:00 p.m. and 6:00 a.m., whichever is greater.

Shift differential shall not apply to:

- A. Paid leave hours, including vacation, sick leave, holidays and other paid leaves, provided in Section 14.00-Leaves of Absence.
- B. Hours that are worked between 6:00 p.m. and 6:00 a.m. as a result of call-back, duty assignment, or overtime.

10.06 Lone Operator Differential

10.06.01 Water Plant Lone Operator

Water Treatment Operator III's and IV's assigned to the Water Treatment Facility will receive \$2.00 per hour additional shift differential subject to meeting all the conditions listed below:

- A. Department of Health Services Grade III Treatment Plant Operator Certification or higher.
- B. Fully qualified to operate the Graham Hill Treatment plant without direct supervision as determined by the Superintendent of Water Plant and Production.
- C. Works at least four (4) hours without any other qualified Water Treatment Operators present. Water Treatment Supervisor, Chief Plant Operator and Production Superintendent are not considered to be other qualified Water Treatment Operators for this section.

If the above conditions are met, then the shift differential will be paid for all hours worked on assigned "lone operator" shift.

10.06.02 Wastewater Plant Lone Operator

Plant Operator III's or above assigned to the Wastewater Treatment Facility will receive \$2.00

per hour additional shift differential subject to meeting all the conditions listed below:

- A. State Water Resources Control Board Grade III Wastewater Plant Operator Certification or above.
- B. Fully qualified to work at the City of Santa Cruz Wastewater Treatment Plant as the Lone Operator.
- C. Understand and accept the “Working Alone Job Assignments and Scope of Responsibilities for the Lone Operator at the City of Santa Cruz Water Pollution Control Facility.”
- D. Works at least four (4) hours without a Senior Plant Operator present (except for callback responses).

If the above conditions are met, then the shift differential will be paid for all hours worked on assigned “lone operator” shift.

10.07 Overtime

The Union understands that from time to time employees may be directed to work overtime hours. When overtime work is necessary, the City will make an effort to distribute overtime equally among qualified, regular full-time employees. To the extent possible, employees will be given advance notification. An employee may be excused from overtime work for legitimate reasons.

Overtime is defined as all management authorized hours in a paid status in excess of forty (40) hours per week, which are contiguous with the employee’s regular work schedule, excluding voluntary training. Overtime shall be computed at the rate of one and one-half times the base hourly rate or may be converted to compensatory time off at the rate of one and one-half times the hours worked.

Employees covered by the Fair Labor Standards Act (FLSA) are entitled to FLSA overtime which is defined as all hours required by management and actually worked by the employee in excess of forty (40) hours in a work period as defined by the City. FLSA overtime is compensated in pay or compensatory time off at one and one-half (1-1/2) times the employee’s regular rate of pay. The regular rate of pay is as defined in the FLSA.

Compensatory time off shall not be allowed to accumulate beyond eighty (80) hours at any given time.

Based on IRS tax law under constructive receipt rules an employee may use the following methods to meet the IRS rule.

- An employee with accrued compensatory time off shall be permitted to use such time within a reasonable period in the same calendar year as it was earned after making the request, unless such time off will unduly disrupt the operations of the department.
- Roll over any accrued and unused compensatory time earned during the calendar year into a City-sponsored deferred compensation plan anytime during the calendar year.
- Cash out all or part of the accrued and unused compensatory time anytime during the calendar year

- Any remaining balance will be either rolled over to deferred comp or paid out as described above on the last payday in December.

10.08 Callback

Callback work is defined as work required by management of an employee who, following completion of the employee's work day or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty or by phone or computer to perform necessary work.

10.08.01 Callback by Phone or Computer

If the employee is able to respond by phone or computer and is not required to report to the worksite, then:

- A. For the first response of the day, a minimum of thirty minutes (0.5 hours) of overtime will be paid for actual overtime worked of less than thirty minutes. Thereafter, a minimum of fifteen minutes (0.25 hours) of overtime will be paid for actual overtime worked of less than fifteen minutes.
- B. An additional minimum will not be paid if an employee is required to respond to additional call(s) and the time and duration of the response is within the previous minimum.

10.08.02 Callback to Worksite

- A. All callback hours shall be paid at the overtime rate. A minimum of two (2) hours of overtime compensation shall be paid for all callback periods of less than two (2) hours.
- B. Hours worked shall include reasonable travel time to work. Return travel time shall not be included within time worked.
- C. If an employee, who was called back to work and has completed their assignment and left work, is again called back to work, they will not receive another minimum if the time of return is within the previous callback minimum.
- D. Employees who are required to respond to the worksite will be provided mileage compensation, at the federal rate, for the use of their personal vehicles.

10.09 Duty Assignment

10.09.01 Definition

Duty assignment is defined as an assignment to an on-call status for a specified period of time. While on duty assignment, an employee must remain available to be contacted by phone or pager and be able to report to work within a thirty (30) minute period. Duty assignment shall not be considered "hours worked" pursuant to the Fair Labor Standards Act.

10.09.02 Assignment

Duty personnel shall be assigned on a weekly rotational basis from an established list consisting of, but not limited to, qualified volunteers. A voluntary rotation process will be the preferred method of duty assignment selection; however, the City may require duty assignment if there are insufficient qualified volunteers. Prior to making mandatory assignments, the City will notify the Union. Only "qualified" employees may be appointed to duty assignment lists, as determined by the appropriate department head(s). Such qualifications will be based on the nature and requirements of the tasks performed while on duty assignment. With the concurrence of the duty supervisor, duty assignments may be substituted by other personnel on an approved list, provided employees have at least one week between duty assignments.

10.09.03 Compensation

A. Weekdays

Duty personnel shall receive one and one half (1.5) hours of their base hourly salary for a sixteen hour assignment. If the Alternative Transportation Incentive Program (Section 10.20) is mutually agreed upon to be eliminated on or after July 5, 2014, then Duty personnel shall receive an additional one half (0.5) hour of their base hourly salary for a sixteen hour assignment, for a total of two (2.0) hours.

B. Weekends

Duty personnel shall receive two (2) hours of their base hourly salary for a twenty-four hour assignment. If the Alternative Transportation Incentive Program (Section 10.20) is mutually agreed upon to be eliminated on or after July 5, 2014, then Duty personnel shall receive an additional one (1.0) hour of their base hourly salary for a twenty-four hour assignment, for a total of three (3.0) hours.

C. Holidays (City Designated Eight (8) Hour Holidays)

Duty personnel shall receive eight (8) hours of their base hourly salary for a twenty-four hour assignment.

D. Holidays (City Designated four (4) Hour Holidays)

Duty personnel shall receive four (4) hours of their base hourly salary for a twenty hour assignment.

E. All duty hours actually worked outside the employee's regularly scheduled shift shall be compensated at the overtime rate. A minimum of two (2) hours of overtime will be paid for callouts of less than two (2) hours. An additional minimum will not be paid if an employee is required to perform an additional duty call and the time of return is within the previous duty call minimum.

If the assigned duty person or crew member assisting the duty person is required to respond to a call that requires them to work more than twelve (12) hours within a twenty-four hour period, and any portion of those twelve (12) hours is after midnight, the employee shall be entitled to an eight (8) hour rest period prior to returning to work. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

F. An employee shall have the option of receiving compensatory time off for the duty assignment compensation and hours worked.

10.10 Bilingual Pay

The City shall provide payment of an additional \$0.55 per hour on the hourly rate for hours

worked when the City certifies an employee as qualified and the position requires the use of bilingual language skills. This provision does not apply to the City translator.

10.11 City Translator

The City Manager may appoint one employee who has demonstrated fluency in three or more languages, including Spanish and English, to serve as translator for the City and to receive an additional pay of \$100 per month while so acting.

10.12 Overpayments and Repayment of Funds

The City will not attempt to recover overpayments made to employees as a result of an error made by the City which are over 12 months old.

A. Overpayments

If an overpayment or unauthorized payment has been made to a City employee, the City shall notify the employee in writing and supply the employee with the documentation used to determine the overpayment.

If the employee contends that any portion or the entire amount is not owed, he or she may request a meeting with the City to attempt to resolve the disagreement. The employee may have a representative attend such meeting(s) with him or her.

B. Repayment of Funds

An employee will pay no penalties, fees or interest as a result of the overpayment when the City and employee mutually agree upon how the repayment will be made. The employee shall have the right to select one of the following options for repayment:

1. Lump sum payment with the date mutually established by the employee and the City (lump sum payments must be made if the total amount due is 5 percent or less than the employee's biweekly gross salary).
2. Biweekly installment payments through payroll deduction (installment payments must be a minimum of \$10 and repayment must be completed within twenty-six pay periods).
3. Any other repayment arrangement mutually agreed upon between the City and the employee.

The final agreement on the repayment will be committed to writing (including the lump sum payment date, or the biweekly amount and the beginning and ending date of the installment plan identified).

C. Referral to Collections

The City may refer an employee to a collection agency or seek payment only when the employee, after being duly notified of the overpayment and having had the opportunity to review the relevant documentation, refuses to agree to a repayment of the amount owed. The employee will be notified of the referral and the City reserves all its rights to seek repayment and pursue all remedies under law including interest as it would for any other

debtor.

10.13 Reimbursement for Licenses and Certificates

Employees shall be reimbursed for the cost of licenses and certificates which are required to perform their job duties. No reimbursement shall be made for fees of less than \$5.

Employees whose job description requires a class A or B driver's license (except Senior Water Distribution Operators or Distribution Operators as their base pay includes this premium) shall receive \$50 per pay period provided they possess and maintain said required license in the performance of their job duties.

For classifications requiring certification at the Wastewater Treatment Facility and in the Wastewater Collections division, the City will pay one time on behalf of eligible employees the up-front costs associated with sitting for the applicable test. If the employee fails the test, all subsequent up-front costs associated with sitting again for the applicable test are the employee's responsibility. Once the employee has passed the test, the City will pay, on behalf of eligible employees, the fee required to obtain the certificate itself.

10.14 Departmental Technology Coordinator Differential

An employee assigned as a Departmental Technology Coordinator by their Department Head will receive \$60 premium pay per pay period during the period of such assignment. Such differential will become effective the first full pay period of the assignment.

10.15 Leak Detection

The Director of Water may, upon approval of the Human Resources Director, appoint an employee to be responsible for the leak detection program and to receive an additional \$23.08 per pay period while performing these duties effective the first full pay period of the assignment.

10.16 Water Department SCADA System Coordinator

The Director of Water may, upon approval of the Human Resources Director, appoint one employee to be responsible for the Water Treatment Plant SCADA system and receive a 5% additional compensation while performing these duties effective the first full pay period of the assignment.

10.17 Water Department Store Keeper

The Director of Water may, upon approval of the Human Resources Director, appoint one employee to be responsible for the Water Distribution storekeeper function and to receive an additional \$23.08 per pay period while performing these duties effective the first full pay period of the assignment.

10.18 Scuba Diving Premium Pay

Employees who perform scuba diving duties shall receive double time their hourly rate of pay while diving. After the first hour, payments shall be based on quarter-hour increments.

10.19 Confined Space Rescue Premium Pay

This Premium Pay is paid for positions which involve toxic or hazardous conditions.

After receiving appropriate training provided by the City, all employees whose job description provides that they can perform confined space duties shall receive compensation of time and one half (1½) of their base hourly rate of pay for all hours worked while performing confined space duties. The hourly rate of pay for performing a confined space entry while on Overtime (MOU Section 10.07), Callback to Worksite (MOU Section 10.08.02), or Duty Assignment hours actually worked (MOU Section 10.09.03(E)) will be calculated as time and one half (1½) the underlying overtime rate (two and one quarter {2¼} of the base hourly straight time rate.

Hours worked performing confined space entry under this section is calculated as follows, using the times entered on the Confined Space Entry Permit:

- The calculated time begins when the first participant physically enters the confined space and ends when the last participant leaves the confined space, as recorded on the “Confined Space Entry Permit” (if all employees should leave the confined space at any time, the calculated time will cease until such time as a participant may re-enter the confined space).
- The individual time segments will be added together to determine the total duration of the confined space entry event.

Example:

0900 Pre-entry checklist complete.
0915 A enters confined space; B and C are attending; clock starts.
0923 A exits confined space; clock stops; segment elapsed time = 8 minutes.
0932 A and B enter confined space; C is attending; clock starts again.
0945 B exits space; clock continues to run since A remains in the confined space.
0956 A exits confined space; clock stops; segment elapsed time = 24 minutes; this Confined Space Entry Event is now over.

Total time = 32 minutes

All participants in the event (A, B, and C) will enter the same cumulative total of thirty-two (32) minutes on their time sheets.

10.20 Alternative Transportation Incentive Program

In order to encourage use of public transportation and other alternative modes of transportation, the City will provide up to thirty percent (30%) reimbursement per employee of annual eligible transportation related expenses, subject to a cap, as defined in the City’s APO II-53- Alternative Transportation Incentive Program.

10.21 Planning Department Certification Compensation Incentive Premium Pay

“Certification Compensation Incentive” (CCI) is a management-authorized remuneration for obtaining and maintaining recognized professional certification for Inspection Services Employees. Professional certification shall be from a state or nationally recognized agency, assuring certification promotes a higher level of competency which benefits the life, health and safety of the community. CCI will be made to qualified employees when evidence of

recognized professional certification is approved by the Chief Building Official and Department Director.

A. Upon receipt of employee-provided certification, approval of professional certification will be verified by the department:

1. Professional certification shall be from a recognized state or nationally recognized agency acceptable to the City of Santa Cruz, such as International Code Council (ICC), International Association of Plumbing and Mechanical Officials (IAPMO), Council of American Building Officials (CABO) and California Division of the State Architect.
2. Professional certification shall be part of a core responsibility of the employee.
3. Professional certification shall be in distinct areas of expertise and shall not be duplicative. Therefore, only one certification per professional category is acceptable.
4. Professional certification shall be maintained active and in good standing. The certification holder shall meet the ongoing maintenance requirements of the approved issuing agency. This means renewing applicable certifications every three (3) years by completing the required number of CEU's based upon the number and/or type of certifications as prescribed by the approved issuing agency.
5. Certification costs will be reimbursed with this program. It should be noted that this reimbursement is more generous than current MOU guidelines where reimbursement is provided for required certification only.
6. As this is a voluntary program, paid release time will not be provided; approval of employee requests for personal paid time off during working hours will not be unreasonably denied.

B. CCI will be calculated as follows:

1. An increase of two percent (2%) of the employee's base salary will be applied for each approved professional certification.
2. A maximum number of professional certifications will be accepted as outlined in this section per job title, provided the base certification(s) requirement is met:
 - a. Building Inspector and Assistant Plans Examiner are eligible for up to five (5) paid certifications, after one (1) residential base certification (Building Inspector or Building Plans Examiner) is obtained.
 - b. Senior Building Inspector and Senior Plans Examiner are eligible for up to five (5) paid certifications, after one (1) combination residential and commercial base certification (Building Inspector or Building Plans Examiner) is obtained.
 - c. Supervising Building Inspector and Supervising Plans Examiner are eligible for up to four (4) paid certifications, after two (2) combination residential and commercial base certifications (Building Inspector or Building Plans Examiner, plus either Mechanical, Electrical or Plumbing) are obtained.

C. Upon department approval and in accordance with Administrative Procedure Order (APO) II-17 a completed and approved Premium Pay Form is required before any change to an employee's status and/or pay rate.

D. The department will verify maintenance of certification annually.

E. Lapse of Certification/Current Employees

1. If certification as part of this premium pay program lapses, the premium pay will be discontinued in the pay period in which the certification lapsed or became inactive.

2. To clarify, for existing employees as of the effective date of this policy, because this is a voluntary program, current employees in the eligible classifications will not be required to obtain certification which are eligible for premium pay, similar to anyone in the classification. They will be encouraged to do so via this incentivized premium pay program.

10.22 Hazardous Materials Premium Pay

The City will provide a twenty-five dollar (\$25) per month premium pay for all employees who may be exposed to dangerous chemicals and/or biohazardous materials as indicated in the job classification description and identified in Exhibit I.

SECTION 11.00 - HOLIDAYS

Part-time employees shall receive the following holiday benefits on a pro-rated basis, given the ratio of their budgeted work schedule to full time. (Except as modified by Section 9.04-Part-Time Employees.)

All employees will accrue paid holiday time for use in the pay period with the holiday. The accrual will be in the amount listed for the holidays listed in Section 11.01 (Fixed Holidays) of this MOU.

Employees must be in paid status the day before and the day after the holiday, and for at least 50% of the pay period, to accrue their holiday hours.

Employees are required to use holiday leave on holidays they do not work, even if they are on leave or are sick. The use of vacation, compensatory time, excess holiday, or other leave time on holidays is only allowed to make up the difference between the hours of holiday granted and the amount of hours the employee is scheduled to work.

11.01 Fixed Holidays

Employees within the unit shall have the following specific holidays with pay:

Eleven (Eight (8) Hour Holidays)

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

Two (Four (4) Hour Holidays)

The last four (4) hours of the work shift are Holiday hours for Christmas Eve (if Christmas Day is on a Tuesday–Saturday)

The last four (4) hours of the work shift are Holiday hours for New Year's Eve (if New Year's Day is on a Tuesday–Saturday)

Except as provided for in Christmas Eve and New Year's Eve, when a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the preceding Friday shall be observed.

The City shall recognize all other days appointed by the President of the United States or the Governor of the State of California as a nationwide or statewide public holiday provided specific prior approval is received from the City Council.

11.02 Floating Holidays

In addition to the above fixed holidays, employees shall accrue up to twenty-four (24) hours of floating holidays per fiscal year. Floating Holiday accrual shall be on a monthly basis. Full-time employees shall accrue floating holiday at the rate of two (2) hours per month. Part-time employees shall accrue floating holiday on a pro-rated basis, given the ratio of their budgeted work schedule to full time (e.g., all employees working in a 20 hour/week position shall receive one (1) hour of floating holiday each month).

Floating Holidays may only be taken with prior approval.

Accumulation of Floating Holidays shall not exceed twenty-four (24) hours. Upon separation, the employees shall receive their unused accrued Floating Holiday.

11.03 Holiday Work

Due to the public service nature of City departments, some positions are required to work holidays on either a regularly assigned or emergency basis. The purpose of this section is to provide extra compensation to employees who are directed to work on any of the fixed holidays as listed in Section 11.01 – Fixed Holidays. This article applies to employees normally required to work on a fixed holiday (excluding observed holidays), based on a regular shift or rotating schedule, and to employees not normally required to work on a holiday, but who are directed to do so due to an operational need.

All of the above identified employees shall be compensated at the overtime rate of pay for all hours actually worked on the holiday. In addition, the employee shall receive their holiday pay or equivalent holiday time off at a later date, at the option of the employee.

11.04 Holiday on Regular Day Off

An employee whose regular day off falls on a fixed holiday shall receive equivalent holiday time off at a later date.

11.05 Holidays During Vacation

Fixed holidays which occur while an employee is on paid vacation leave shall be charged to holiday hours and not the employee's vacation balances.

11.06 Holiday Pay-off

On the last pay day in June each year, any fixed holiday hours not taken prior to the twenty-sixth (26th) pay period of the fiscal year shall be credited to the employee's vacation balance not to exceed the vacation accrual maximum set out in Section 12.04 - Rate of Maximum Vacation Accrual.

SECTION 12.00 - VACATION

12.01 Accrual

Vacation accrual will be on a per pay period basis beginning at date of hire as a regular employee; however, no vacation time may be taken until a new employee has successfully completed six (6) months of paid service. An employee must be in paid status for at least fifty percent (50%) of a pay period to earn their vacation accrual. Annual vacation accrual for fulltime employees working forty (40) hours per week shall be based on continuous regular service, as follows:

Up to five (5) years: 80 hours

After five (5) years and up to ten (10) years: 120 hours

After ten (10) years: 120 hours, plus 8 hours for each year of service after ten (10) years, to a maximum of 160 hours.

Part-time employees shall accrue vacation on a pro-rated basis given the ratio of their budgeted work schedule to full time (e.g., employees with up to five (5) years of continuous regular service working in a twenty (20) hour per week position shall accrue forty (40) hours of vacation annually.

12.02 Scheduling of Vacation

Vacation time may be used in increments of one hour or more. Whenever appropriate, vacation scheduling shall be done within the time frame established by the division. Vacation may be taken with twenty-four (24) hours prior notification and approval of the supervisor. A reasonable effort will be made to accommodate the employee.

Vacation periods of qualified employees shall be set with regard to the wishes and seniority of the employee, consistent with the efficient operations of the various City departments and divisions. Any disputes shall be resolved by the department head.

12.03 Illness During Vacation

An employee who becomes ill or is hospitalized while on vacation and provides a written statement from a licensed medical practitioner to this effect shall have the period of illness charged against sick leave and not vacation leave.

12.04 Rate of Maximum Vacation Accrual

Vacation accumulation may not exceed twice the annual rate of accrual, unless prior written authorization for a specified amount of hours and a specified amount of time is received from the Department Head and the Human Resources Director. Employees will receive at least sixty (60) days' notice prior to exceeding their maximum accrual rate.

SECTION 13.00 - SICK LEAVE

13.01 Definition

The purpose of this section is to provide paid leave time to be used by employees in the event

of their need for preventive healthcare, care of an existing health condition, as victims of domestic violence, sexual assault or stalking, and for the necessity of designated family members for the reasons specified below in Section 13.02.01-Family Sick Leave.

Employees may also use up to twenty-four (24) hours of their paid sick leave per fiscal year as specified in Section 14.01.01-Personal Business Leave and up to one (1) scheduled work week as specified in Section 14.01.02-Bereavement Leave.

13.02 Accrual and Use

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

Part-time employees shall accrue sick leave on a pro-rated basis, given the ratio of their budgeted work schedule to full-time (e.g., all employees working in a 20 hour/week position shall receive four (4) hours of sick leave each month, except as modified by Section 9.04-Part-Time Employees).

When accrued sick leave must be used, an employee will notify their immediate supervisor of the leave and its probable duration within one hour after the regular scheduled starting time. Sick leave shall not be granted unless such report or advance reporting has been made; provided, however, that the department head 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.

Employees shall be eligible for the sick leave advance program as specified in the Personnel Rules and Regulations rule #10.8-Sick Leave Depletion Allowance.

13.02.01 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 a family member for preventive care, care of an existing health condition, or if they are a victim of domestic violence, sexual assault, or stalking. For the purposes of this provision, immediate family is defined as a wife, husband, son, daughter, father, mother, brother, sister, registered principal domestic partner, step-father, step-mother, grandparent, grandchild, or other close relation residing in the employee's household. This forty-eight (48) hours limitation may be extended by the Human Resources Director with good cause.

13.03 Limitations

Upon advance written notice for a specific period and in conjunction with progressive discipline, a department head 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 Human Resources Director may have an employee examined by a City-selected physician. The City shall pay the cost of any such medical exam.

13.04 Sick Leave Incentive Program

On the last pay day in June each year, employees who have accumulated more than 400 hours of sick leave will "bank" all hours in excess of 400. Employees may instead choose to convert

sick leave hours in excess of 400 to vacation hours at the rate of 33% of their current base rate of pay (not to exceed the Vacation Accrual Limit set out in Section 12.04-Rate of Maximum Vacation Accrual). The City will notify employees at least two (2) weeks before banking excess hours of sick leave.

SECTION 14.00 - LEAVES OF ABSENCE

All leaves provided in this section shall be granted to full-time employees at the rates described. Part-time employees shall receive paid leaves of absence on a pro-rated basis, given the ratio of their budgeted work schedule to full time.

14.01 Paid Leaves of Absence

14.01.01 Personal Business Leave

Employees may use up to twenty-four (24) hours per fiscal year of their accrued sick leave for the purpose of personal business which shall not include recreational activities.

14.01.02 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 department head in the event of a death in the employee's immediate family which shall for the purpose of this article include spouse, parent, son, daughter, grandparent, sibling, mother-in-law or father-in-law, brother-in-law, sister-in-law, grandchild of the employee or spouse, son-in-law, daughter-in-law, grandparent-in-law, registered Principal Domestic Partner, or other close relation residing in the employee's household.

Additional leave equivalent to one (1) scheduled work week, chargeable to accrued sick leave, may be taken by an employee who needs additional time off in connection with a death in the family (as defined in this article).

14.01.03 Jury Duty

An employee required to report for jury duty or to answer a subpoena as a witness in their capacity as a City employee, except where the employee is suing the City, shall be granted a leave of absence with pay for actual time spent in court and in related travel, not to exceed the number of hours in the employee's normal workday and work week. Employees assigned to swing, graveyard or other non-standard shifts shall receive equivalent time off when performing jury duty on their scheduled work day on the day the jury duty is performed. An employee must notify their supervisor of the expected duration of the absence and must present to the department head official documents supporting such duty. An employee shall reimburse the City for any jury services or witness fees received except mileage or subsistence allowance. This section shall not apply to grand jury service.

14.01.04 Absence for Examination

An employee shall be granted paid release time to participate in any part of an examination process for promotion or transfer within the City workforce that is scheduled during the

employee's regular hours of work. The employee shall notify their immediate supervisor twenty-four (24) hours in advance of such an absence.

14.01.05 Blood Donations

An employee may be granted paid release time of up to a maximum of one (1) hour for donating blood during regularly scheduled hours of work. The length of such leave must be approved by the supervisor and is dependent upon the nature and scheduling of the work performed and the travel distance required.

14.01.06 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) calendar days per fiscal year of paid leave for any reserve training or 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.

When employees who have at least one year of City service are called up to active-duty military service those employees shall receive the difference between military pay and their current base salary for a period of six (6) months in addition to the initial thirty (30) calendar day pay. The employee will be entitled to receive this pay upon submission of proof of active duty and proof of military pay, in accordance with the applicable City procedures.

Employees who exhaust the paid leave benefits described above may take unpaid leave pursuant to Section 14.02.01 and are not required to use vacation or other similar leave.

14.01.07 Workers' Compensation

An employee who is entitled to continued temporary disability payments may use accumulated paid leave to supplement such payments to an amount equal to their net salary. After depletion of any accrued paid leaves, the employee shall be eligible for benefits only in the amounts prescribed by the workers' compensation laws.

The Union and the City recognize that work-related injuries/illnesses can often be prevented. Therefore, work-related injuries/illnesses shall be an ongoing agenda item for the Citywide Safety Committee. Proactive, preventive measures may be recommended by the Committee. The Committee will also make recommendations on appropriate way(s) of reviewing workers' compensation claims.

14.01.08 Paid Birth/Adoptive Leave

An employee is entitled to forty (40) hours leave with pay – prorated for part-time employees – at or about the time of the birth of the employee's child or at the time of adopting a child. The paid leave shall be within two (2) months of the birth or adoption. This leave will be considered a part of the time allotted to family leave as authorized in Section 14.02.03-Family Leave.

14.02 Unpaid Leaves of Absence

14.02.01 Medical or Personal Leave

Leave of absence without pay will normally be granted to an employee in critical situations such as extended illness, disability, or personal emergency and may be granted in non-critical situations where such absence would not be contrary to the best interests of the City. Approvals of all such leaves of absence are at the sole discretion of management. Such unpaid leave will only be granted after an employee has depleted all appropriate paid leaves, except that employees on medical leave may retain up to eighty (80) hours of accrued vacation and employees on Military Leave pursuant to Section 14.01.06 are not subject to the leave depletion requirement.

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. Department heads shall grant leaves of absence requests within their department in a consistent and equitable manner. When requested, the department head shall meet with the employee to review the reasons for denial.

14.02.02 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 employee must provide adequate medical certification regarding any work restrictions that may exist prior to or after the birth.

Requests for pregnancy disability leave must be made in writing to the department head at least thirty (30) days in advance of the anticipated starting date. Such requests must include specific beginning and ending 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 department head at least ten (10) calendar days prior to the scheduled end of the existing leave.

The employee may elect to, or in some cases be required to, use accrued paid leaves 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 (1) 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 department.

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 and may not exceed a total of twelve months.

14.02.03 Family Leave

1. 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 rolling twelve (12) month period measured backward) 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 (12) month period following the child's birth or placement with the employee);
 - a. 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 employees' child or child of the employee's domestic partner.

- B. In order to care for 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.

- 2. Conditions covering the leave shall include the following:

- A. Eligible employee means having been employed by the City for twelve (12) months and has worked for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave;
- B. Medical verification is required for employee or ill family member for medical leave period;
- C. Employees are required to give at least thirty (30) calendar 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.
- D. Employees are required to use accrued vacation as a part of the family leave period. Use of sick and other appropriate paid leave is not required, but may be used pursuant to the applicable provisions of this Memorandum of Understanding.
- E. 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 14.02.02-Pregnancy Disability Leave).
- F. 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, employee will be reinstated to an equivalent position with equivalent pay and benefits.
- G. Any request for additional leave may be made pursuant to Section 14.02.01-Medical or Personal Leave. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 14.02.01-Medical or Personal Leave.
- H. 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.

14.03 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:

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

14.03.02 Medical Leave

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

14.03.03 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 15.00 - BENEFITS

15.01 Medical Benefits

A. Cafeteria Plan

The City will provide medical insurance 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 CalPERS medical plan, the maximum monthly City contribution, including the PERS required minimum, will equal 95% of the premium of the Bay Area Region Blue Shield Access+ HMO or the PERS Choice Blue Cross PPO for employees and their eligible dependents. Employees enrolled in other plans will receive a premium equal to the greater of 95% of the Bay Area Region Blue Shield HMO or the PERS Choice Blue Cross PPO premium. In no event will employees be credited with cash based on the plan chosen. In the event that either the Blue Shield Access+ HMO or the PERS Choice Blue Cross PPO plans are no longer available, the City and the Union shall meet and confer to designate a similar cost plan as the benchmark.

B. Optional Benefits

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 Reimbursement Account (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:

4. Accident Protection Insurance
5. Additional Life Insurance
6. Long Term Care Insurance

C. Medical Waiver

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 \$200 per month; part-time employees shall receive a prorated 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.

Employees 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.

D. Medical Plan Changes

The City will continue to work with the Healthcare Cost Containment Committee to research alternatives to the CalPERS medical plan. If the City discontinues CalPERS medical coverage, to the extent possible, the City will provide similar coverage. In the event of a change in medical plan coverage, the City will provide the Union sixty (60) days' notice and the opportunity to discuss any such change and meet and confer regarding the impact of any changes. No changes will be made without mutual agreement of both parties.

15.02 Dental Insurance

The City shall provide a dental plan for employees and their eligible dependents at no cost to employees with a maximum benefit of \$1,700 per covered individual per calendar year.

15.03 Vision

The City shall provide a vision plan for employees and their eligible dependents at no cost to employees. Coverage will include an annual eye examination and lenses. Contacts or frames will be covered every two years.

15.04 Long Term Disability

The City shall contribute full cost of the City-sponsored long-term disability program for employees working 20 or more hours per week. The plan will pay 66.6667% of the employee's monthly earnings (as defined in the LTD contract) to a maximum benefit of \$4,000.00 per month.

15.04.01 Short Term Disability

The City will provide, at the City's cost, to SEIU represented employees CA SDI and STD Plan Option #9 (30 day EP to dovetail with LTD 90 day EP, 24-hour coverage), and will implement this during the first year of the agreement and as soon as administratively feasible.

15.05 Part-Time Employees - Benefits Proration

The City shall pay a pro-rated share of medical, dental, vision and life insurance premiums for part-time employees. Except as modified by Section 9.04-Part-Time Employees, the City's pro-rated share of the premiums shall be based upon the proportion of the part-time employee's hours in relation to full time equivalency (FTE)* (e.g., a 24 hour per week position is .6 FTE; an employee in a .6 FTE position will receive 60% of the premium paid by the City for a full time employee). Part-time employees shall pay the balance of the premiums on a pre-tax basis unless the employee elects to pay the balance on a post-tax basis.

*Full time equivalency, or FTE, is the ratio of an employee's budgeted work schedule to full-time work. Effective September 3, 2011 the employee paid pro-rated share of medical, dental, vision, and life insurance premiums shall be fixed at the 2011 premium plan rates.

15.06 Medical Plan

Each unit member participating in a medical plan will make an additional \$29.50 contribution per pay period towards the cost of health care benefits beginning with the pay period containing July 5, 2015. This pre-tax contribution is made during pay periods where employee deductions for health care benefits are taken (24 pay periods).

15.07 Retiree Health Program

A. 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).

B. Retiree Medical Incentive

Employees who receive a regular service retirement from CalPERS and have at the time of retirement at least ten (10) years of continued service with the City and are at least fifty five (55) years of age, will receive a retiree medical incentive in the amount of \$100.00 per month. This incentive will be paid during any period the retiree maintains CalPERS medical coverage and until such time as the retiree is eligible for Medicare or other Federal or State health programs, solely on account of age. If coverage is dropped and subsequently re-started it is the retiree's responsibility to give the City written notice; payment of the incentive will be re-started beginning with the month in which the City receives written notice. If notice is received in a month after which coverage was re-started there will be no retroactive payment of the incentive for that/those month(s).

15.08 Life Insurance

The City shall provide a \$20,000 term life insurance policy for employees.

15.09 Uniform Allowance

The City shall provide required uniforms at its own expense.

The City will replace worn or damaged uniforms, providing the employee returns the damaged or worn uniform to their supervisor.

Routine care and maintenance will be provided by the City. With departmental approval, employees may provide their own uniform care and maintenance.

15.10 Equipment Mechanic Tools

Equipment mechanics and equipment service workers are required to own and maintain a full set of mechanic's tools up to 3/4" (basic tools). All larger tools and specialized tooling will be furnished by the City.

The City agrees to replace any personal tools stolen on City property, provided a police report is filed. Broken basic tools will be replaced at City expense provided the mechanic enters on file with garage management an inventory list of tools owned by them and housed in the City garage.

All equipment mechanics and equipment service workers required to supply tools necessary for performance of their job will be paid a tool reimbursement allowance not to exceed \$500 per

year. All tool purchases are subject to prior approval by a department representative. This allowance shall be paid during the month of March of each year.

15.11 Principal Domestic Partners

The City will provide medical, dental and vision benefits to employees with Principal Domestic Partners equivalent to those provided to an employee's Spouse. Employees may enroll their eligible Principal Domestic Partners and the eligible dependents of their Principal Domestic Partners subject to the eligibility requirements established by either CalPERS or the City and subject to the tax regulations of the State of California and the Internal Revenue Service of the United States Government.

SECTION 16.00 - SAFETY

16.01 Intent

The City intends to meet its obligation under the California Occupational Safety and Health Act and shall adopt and use reasonable safeguards, devices and practices for safe employment. Responsibility for promoting safety practices is shared equally by the City and its employees. The City will provide appropriate safety training courses and may place reasonable requirements of prior training and/or certification before employees engage in certain activities.

Employees shall report unsafe working conditions and shall not be penalized for refusal to work under conditions where adequate safety precautions have not been taken. Any employee receiving disciplinary action as a result of refusing to work under those conditions has the right to appeal through the disciplinary appeal provisions of this Memorandum of Understanding.

In order to ensure that health and safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards.

- A. Employees shall report health and safety hazards to their immediate supervisor upon discovery and in accordance with appropriate City Administrative Procedures. If the immediate supervisor is unable to abate the hazard, they shall refer the matter to the department/division manager, or
- B. Employees may use the Safety Communication System as provided in the City's Administrative Procedure Order II-34 Injury and Illness Prevention Program.

16.02 Safety Committee

One third of the Citywide safety committee shall be from the Service employees' unit. This committee shall meet at least quarterly to consider potential or actual health, safety and training matters. Unit members shall serve on the safety committee without loss of compensation.

The safety committee shall be apprised of all reported hazards, their status, and resolution of the issue(s).

16.03 Safety Boots

The City shall provide safety boots/shoes for employees in the classifications that require wearing them as shown in Exhibit E. The City may establish administrative procedures for

the selection and purchase of such boots/shoes. All eligible employees will be required to wear safety boots/shoes while on duty unless granted a medical exemption. Safety boots/shoes shall not be worn for non-work related purposes. Boots/shoes shall be replaced on an as-needed basis up to the current annual limit of \$175. If feasible, the City will offer a choice of different styles of boots/shoes.

SECTION 17.00 - REDUCTION IN FORCE

17.01 Layoffs

The City reserves the right to reduce its workforce by laying off employees for reasons of economy or changes in departmental operations. In the event of a reduction in force, the City Council shall approve the classes, positions and number of employees to be eliminated. The City at that time shall provide the Union with a current seniority list for those employees and classes affected.

The order of lay-offs shall be governed by seniority in service. Reinstatement shall be in the reverse order of lay-offs. Seniority shall be based on total hours worked, exclusive of overtime, since the last date of hire into a regular or temporary City position, provided that the hours in a temporary position must be in a classification within the Service Employees' Bargaining Unit.

When one or more employees assigned to the same classification within a department are to be laid off, the order of lay-off shall be as follows:

1. Temporary
2. Probationary
3. Regular

Accordingly, in the case of reduction in force, temporary workers who perform the same duties as regular workers shall be laid off before regular workers. However, this does not preclude the department from backfilling a permanent position with a temporary worker when the regular employee in the position is on an approved leave of absence. Backfilling more than ninety (90) days shall not occur without advance notification to the Union of the reason for it.

17.02 Bumping

Bumping is defined as the movement of an employee to be laid off from their current classification of a position of the same, related (classification revision or title change) or previously held lower classification held by an employee with less seniority. Employees may exercise bumping privileges to a lower classification provided they meet the minimum qualifications of the lower classification. Bumping privileges may only be exercised within the assigned department except that employees with at least five years continuous regular employment may bump between departments.

A "related" classification as referred to in this section refers only to classifications that have been revised or re-titled. This does not refer to bumping to classifications that perform similar duties.

The least senior employee (in the classification of the position being eliminated/bumped to) in the laid off employee's department is the person who will be bumped. If there is no less

senior employee in the Department in the classification of the position being eliminated/bumped to, the least senior employee in the classification of the position being eliminated/bumped to in any City Department shall be bumped provided the laid off employee has the right to bump across Departments.

Full-time employees have the right to bump the least senior full-time employee. However, if there is no less senior full-time employee, the full-time employee being laid off has the right to bump a less senior part-time employee in the position that is closest to full time.

Part-time employees have the right to bump the least senior part-time employee in a position of equal hours in the classification of the position being eliminated/bumped to. However, if there is no less senior part-time employee in a position of equal hours, a part-time employee may bump the least senior part-time employee in a position of greater hours; if there is no less senior part-time employee in a position of greater hours, the part-time employee may bump a full-time employee within the laid-off employee's assigned department; such bumping from a part-time position to a part-time position of greater hours or to a full-time position is limited to positions within the same department.

Employees who bump pursuant to this section and who have previously held more than one classification within the City must bump to the most recently held classification of equal hours, if available.

17.03 Notification

Employees to be laid off shall be given not less than thirty (30) working days written notice prior to the reduction in force. The Union shall be notified concurrently and, upon request, afforded an opportunity to discuss the lay-offs, including alternatives to the lay-offs with the City. Employees not given at least thirty (30) working days' notice of layoff shall be given a day's pay for each day less than thirty (30) working days' notice.

17.04 Reassignment

Whenever possible, employees to be laid off will be offered regular, casual or temporary employment for which they are qualified. An employee shall notify the City of their decision within seven (7) working days following receipt of the offer of employment. The City's obligation to offer regular employment shall cease when an employee has refused three (3) such offers.

17.05 Reinstatement

Should the position from which an employee was laid off be re-established within eighteen (18) months and the work force in that division is increased as a result, the employee shall be eligible for reinstatement. It shall be the employee's responsibility to notify the Human Resources Department of their current address. Every effort shall be made to notify the affected individual of any reinstatement opportunity.

Laid off employees reinstated pursuant to this section shall not accrue additional seniority during any period of lay off, but shall not suffer any break in service as a result of the period of lay off, thereby retaining all previously accrued seniority upon reinstatement.

17.06 Continuation of Insurance Benefits

An employee separated from City service as a result of this article shall have their health benefits

paid by the City at the same level while employed for a period not to exceed sixty (60) days from the date of separation.

17.07 Retirement in Lieu of Layoff

An employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned hours. An employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the City for this purpose. An employee who retires in lieu of layoff shall have their name placed on the reemployment list.

17.08 Improper Layoff

An employee who is improperly laid off as a result of a misapplication of the layoff procedure shall be reemployed upon discovery of the error and shall be reimbursed for all loss of salary and benefits, provided that discovery occurs within ninety (90) days of layoff.

17.09 Transition Training

The City shall provide, at no expense to the employee to be laid off, a minimum of twelve (12) hours of training to help employees transition to other employment. Such training shall occur prior to layoff. Employees shall receive their regular pay while attending this training. The training may include, but not be limited to:

1. Resume Writing
2. Methods of Job Searching
3. Interviewing
4. Coping with Stress
5. Unemployment Insurance Benefit

SECTION 18.00 - CONTRACTING OUT

Before submission of a recommendation to contract out any bargaining unit work, the Union will be offered the opportunity to examine the proposal for at least thirty (30) working days prior to Council consideration, whenever possible, and to submit recommendations. If requested, the City will meet and confer over the decision and implementation of contracting out the work.

However, the parties understand that the City does not have to meet and confer over contracting out work when the work is required by law to be contracted out, there is an established past practice (as set forth in Section 4) of the City contracting out the work, or to continue or renew an existing contract.

The parties also agree that grievances alleging a violation of this policy shall be filed at Step II, including but not limited to binding arbitration, provided nothing herein shall hamper the City's lawful exercise of authority under state law in emergency situations.

In addition, prior to contracting out bargaining unit work which will not result in layoffs, the City will consider utilizing qualified unit employees to do the work on an overtime basis if:

1. It is to the City's economic advantage; and
2. It is to the City's operational advantage.

Unit employees may provide the City with prior notice of their interest in performing such work.

Beginning in February 2005, the parties will form a joint labor-management committee comprised of three employees and the union representative and up to three management employees to review the use of contracted services that encompass bargaining unit work.

SECTION 19.00 - CAREER ADVANCEMENT

19.01 Career Ladders

It is the policy of the City to develop career ladders and various programs of training and retraining for City employees. The Human Resources Department shall coordinate the establishment and ongoing management of these programs.

19.02 Job Opening Announcements

The City encourages employees to apply for other positions and, to that end, all job announcements will be available for a minimum of five (5) days prior to the final filing date or concurrent with any outside advertising or until the announced maximum total number of applications accepted has been met.

19.03 Training

The City shall maintain, consistent with budgetary allocations and availability, a training program which will enable employees to upgrade their skills and improve their levels of performance. The City desires to provide a training program for all City employees. The selection of training opportunities shall be at the sole discretion of the department head and City Manager, consistent with City policies, but the City shall solicit input from employees and will consider training requests.

19.04 Cross Training

The City and Union acknowledge that there is a benefit to cross-training of employees. When feasible, the City will develop programs to rotate and cross-train employees to enhance skill development. Employees may request that their department heads consider them for cross-training opportunity. Such requests will be considered and a timely response provided.

19.05 Certification of Eligibles for Promotional Examinations

When a promotional eligibility list (as defined in the Human Resources Rules and Regulations) is used to fill a vacant position and that promotional list includes employees represented by the agreement, the Human Resources Director shall certify the top five (5) eligibles, if there be that number, on the relevant promotional list to the appointing authority. If there be more than one vacancy in the same class, the Human Resources Director shall certify one additional eligible for each additional vacancy, if there be candidates available on the eligible list. The appointing authority or designee shall interview all eligibles certified by the Human Resources Director.

SECTION 20.00 - TUITION REIMBURSEMENT

The City shall reimburse each employee up to \$500 per fiscal year (pro-rated for part-time employees) for job-related college/university courses, workshops, adult education and other training programs including related tuition, books and other course related expenses after successful completion of courses

which are pertinent to their positions with the City.

For a course to be considered “pertinent” it must:

- A. Improve knowledge and skills for the present position or for positions of higher classification within the City, or
- B. Prepare for anticipated technological changes occurring in the employee’s career field.

SECTION 21.00 - GRIEVANCE PROCEDURE

21.01 Purpose

To assure prompt and fair treatment of grievances related to employment.

Any employee or group of employees covered by this Memorandum of Understanding, or the Union acting on their behalf, may file a grievance.

21.02 Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding or the City’s Personnel Rules and Regulations; except disciplinary action as defined in Section 23.01-Disciplinary Procedures. Such allegation may be made by an individual employee or by a group of employees, or by the Union.

21.03 Limitations

- A. A grievant may be represented by any representative of his or her choosing in preparing and presenting a grievance.
- B. No reprisal shall result against any employee, group of employees, or the Union, who presents a bona fide grievance under this procedure.
- C. Time limits may be extended by mutual agreement of the parties. Absent such agreement, grievances may be advanced to the next step if time limits are not met.
- D. Only upon mutual written agreement between the parties may Step I of the grievance procedure be waived.
- E. Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior Step, or advanced to a higher Step of the grievance procedure. If a grievance is moved either forward or backward to another step, the time limits at that step shall be controlling and shall begin on the date the parties agree to the move.
- F. Concurrent grievances alleging violation of the same provision(s) shall be consolidated for the purpose of this procedure as a single grievance.

21.04 Procedures

Step I:

The grievant will first attempt to resolve the grievance through informal discussions with their

immediate supervisor or other appropriate departmental personnel. These discussions must be initiated within ten (10) working days of when the grievant knew, or reasonably should have known, of the incident upon which the grievance is based. Meetings shall be scheduled in advance and the nature of the grievance stated when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

Step II:

If the grievance is not resolved through the informal discussions, the grievant or their representative may within ten (10) workdays after the informal meeting, submit a written grievance to their department head.

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

1. Name of the grievant.
2. A brief statement as to the date, time and place of the occurrence on which the grievance is based and the facts as the grievant sees them.
3. The specific provision of the M.O.U. or Personnel Rules and Regulations which the grievant alleges has been misinterpreted, misapplied or violated.
4. Steps taken toward informal resolution.
5. The action the grievant believes will resolve the grievance.
6. The name of any representative chosen by the grievant.
7. A copy of the written grievance, signed by the grievant or Union representative, shall be presented at the time of the department head conference. However, the grievance will not be processed by the City until the grievant or employee representative of a group grievance has signed the written grievance document.

The department head shall hold a conference with the grievant within ten (10) workdays following receipt of the formal grievance. They shall prepare a written response within ten (10) working days after the conference. Copies shall go to the parties involved including the employee's representative and the Human Resources Department.

Step III:

If the grievance is not resolved, the grievant may, within ten (10) workdays following receipt of the department head's response, appeal to the City Manager or their representative, stating in writing the basis for the appeal. The grievance may also be appealed if the department head fails to respond within fifteen (15) workdays after submission of the formal grievance.

The City Manager or their representative shall set a hearing within ten (10) workdays of receiving the appeal. The grievant, their representative and other parties summoned by the City Manager or representative shall attend the hearing and 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) workdays following the hearing.

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 s/he

so informs 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 ten (10) 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 ten (10) working 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 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) working 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 22.00 - DISCIPLINARY APPEALS PROCEDURE

22.01 Definition

For the purposes of this article, disciplinary action shall mean (1) suspensions of fifteen (15) days or less; (2) suspension of thirty (30) days or less; (3) demotion; (4) disciplinary reduction in salary; or (5) termination.

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.

22.02 Pre-Action Procedure

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. A copy shall also be sent to the Union within two (2) workdays according to the provisions of MOU Section 23.02 *Notice of Proposed Disciplinary Action*.

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) workdays from receipt of the notice either orally, in writing, or both to the department head. If the department head is personally involved in the initial investigation and notice process, the City Manager or Human Resources Director shall appoint a designee to hear the employee's 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.

Step II:

Following their review of the proposed disciplinary action, the department head, within five (5) workdays of receiving the 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.

22.03 Post-Action Appeal

Step III:

The employee has the right, within ten (10) workdays after receiving the department head's decision described in Step II above, to file a request for appeal with the City Manager. The ten (10) day period may be extended if good cause is shown. 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 reasons therefore, and stating that the pre-action procedures have been exhausted.

If the employee files a timely appeal, the City Manager shall, within ten (10) workdays after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than ten (10) workdays 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) workdays 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.

Step IV:

If the appeal 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 ten (10) 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 ten (10) 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 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.

For disciplinary action which would result in a suspension of three (3) days or less, the losing party shall pay for the cost of the arbitrator. For disciplinary action which results in a suspension of greater than three (3) days or demotion, reduction in salary or discharge, the arbitrator's expenses shall be borne equally by the parties. In either case, each party shall bear the cost of its own representation.

SECTION 23.00 - DISCIPLINE

23.01 Disciplinary Procedures

The City believes that progressive discipline is a guideline and useful tool for corrective action. The normal steps in progressive discipline shall be: (1) verbal warning; (2) written warning; (3) written reprimand; (4) suspensions of fifteen (15) days or less; (5) suspension of thirty (30) days or less; (6) demotion; (7) disciplinary reduction in salary; and (8) termination. The City reserves the right to implement discipline which does not follow progressive discipline guidelines for egregious circumstances.

23.02 Notice of Proposed Disciplinary Action

Within two (2) workdays of any notice of proposed disciplinary action issued to an employee under the provisions of MOU Section 22.02 *Pre-Action Procedure Step I*, a copy of the notice shall be either (a) hand-delivered to the Union with all attachments, or (b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments, or (c) emailed to the Union with all attachments.

23.03 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. 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 their department head by filing an appeal to the department head within ten (10) working days of

receipt of the reprimand. The department head's decision regarding the written reprimand shall be final. Reprimands will be removed from the personnel file after four (4) years.

SECTION 24.00 – COMPENSATION STUDY

The City and Union shall continue to meet on the findings of the 2021 Total Compensation Study prepared by Koff and Associates. As a show of good faith, the City commits to ensuring that no classification supported by the Enterprise Funds more than 15% out of the market by April 1, 2023, based on the findings of the 2021 study, and inclusive of salary increases to within 10% of the market. In addition, we agree that the City will provide a full 11% increase to the sanitation workers (Sr. Resource Recovery Worker, Resource Recovery Worker I/II and Solid Waste Worker.

The Parties agree to meet and confer over the implementation of the 2021 study with the goal of closing the gap - subject to Council approval. All changes must be made upon mutual agreement of the Parties. Additionally, the Finance department will update the Union/Meet and confer team quarterly on available data on the financial status of the City.

New Compensation Study: The City and the Union shall meet by September 1, 2024 to meet and confer over the contractor selection and methodology including cities and benchmarked positions for the compensation study. The parties must agree on any new contractor selected to conduct the study and methodology utilized for the study, including the mapping of studied classifications to other classifications for which comparison data is not directly generated by the consultant. If the parties are unable to mutually agree on the contractor or methodology for the new compensation study, the status quo of the methodology of the 2021 Study will remain.

The study shall be completed by March 1, 2025, and the city agrees to bear the cost of the survey.

SECTION 25.00 - AUTHORIZED AGENTS

For the purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. City's principal authorized agent shall be Human Resources Director, or their duly authorized agent (address 809 Center Street, Room 6, Santa Cruz, CA 95060); except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. The Union's principal authorized agent shall be the Santa Cruz Area Director of the SEIU Local 521 or their duly authorized representative (address 517 Mission Street, #B, Santa Cruz, CA 95060).

SECTION 26.00 - RENEGOTIATIONS

Negotiations shall begin one hundred fifty (150) days prior to the expiration date of this agreement , or any other mutually agreed date.

SECTION 27.00 - SEVERABILITY

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

SECTION 28.00 - HOLIDAY CLOSURE

If the City decides to close around the Christmas and New Years' holidays, the following will apply: Employee participation in the closure program is voluntary. During the closure, employees may use accrued vacation, compensatory time off, floating holidays, or excess holiday time.

Employees may also request leave without pay. To encourage the use of leave without pay, seniority, benefit and leave accruals will not be impacted if leave without pay is taken during the Holiday closure period. (Note: Unpaid leave is not credited towards PERS retirement.) The City will allow leave without pay hours to be deducted over the same number of pay periods as the number of workdays the City was closed. Employees are not allowed to use unpaid closure time on holidays during the City's holiday closure.

If there are employees who do not wish to take either paid or unpaid leave time during the closure period the City will provide the opportunity to perform generally comparable work during the closure by finding appropriate assignments and/or work space.

SECTION 29.00 - AUTOMATIC DEPOSIT-NEW HIRES

Newly hired City employees shall be required to receive their paycheck through automatic deposit. Newly hired means only those employees hired from an external hiring list and does not include promotional hires from current City employees. New employees who do not use financial institutions may be exempted from this requirement by signing a statement attesting that they do not have a bank account.

SECTION 30.00 - ELECTRONIC PAY STUBS

Employees newly hired after the City implements electronic pay stubs shall automatically receive their pay stubs electronically. Newly hired means only those employees hired from an external hiring list and does not include promotional hires from current City employees. New employees may opt out of receiving electronic pay stubs and receive a printed copy of their pay stub.

City of Santa Cruz Service Employees
SEIU Local 521

City of Santa Cruz

Date

Date

Oliva Martinez

Timothy Davis

Katy Bradley

Sara De Leon

Leslie Auerbach

Ted Rossiter

David Tannaci

Brian Cline

Emilio Galvan

Guillermo Soriano

Juan Molina



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
Service											
				3,634	3,816	4,007	4,207	4,417	4,638	4,870	5,113
101	ACCOUNTING ASSISTANT I			20.9654	22.0154	23.1173	24.2712	25.4827	26.7577	28.0962	29.4981
				3,889	4,083	4,287	4,501	4,726	4,962	5,210	5,470
102	ACCOUNTING ASSISTANT II			22.4365	23.5558	24.7327	25.9673	27.2654	28.6269	30.0577	31.5577
				4,690	4,924	5,170	5,428	5,699	5,984	6,283	6,597
291	ACCOUNTING TECHNICIAN			27.0577	28.4077	29.8269	31.3154	32.8788	34.5231	36.2481	38.0596
				3,460	3,633	3,815	4,006	4,206	4,416	4,637	4,869
105	ADMINISTRATIVE ASSISTANT I			19.9615	20.9596	22.0096	23.1115	24.2654	25.4769	26.7519	28.0904
				3,634	3,816	4,007	4,207	4,417	4,638	4,870	5,113
106	ADMINISTRATIVE ASSISTANT II			20.9654	22.0154	23.1173	24.2712	25.4827	26.7577	28.0962	29.4981
				4,289	4,503	4,728	4,964	5,212	5,473	5,747	6,034
107	ADMINISTRATIVE ASSISTANT III			24.7442	25.9788	27.2769	28.6385	30.0692	31.5750	33.1558	34.8115
				5,872	6,166	6,474	6,798	7,138	7,495	7,870	8,263
108	ASSISTANT ENGINEER I			33.8769	35.5731	37.3500	39.2192	41.1808	43.2404	45.4038	47.6712
				6,309	6,624	6,955	7,303	7,668	8,051	8,454	8,877
109	ASSISTANT ENGINEER II			36.3981	38.2154	40.1250	42.1327	44.2385	46.4481	48.7731	51.2135
				6,246	6,558	6,886	7,230	7,591	7,971	8,370	8,788
297	ASSISTANT PLANS EXAMINER			36.0346	37.8346	39.7269	41.7115	43.7942	45.9865	48.2885	50.7000
				5,426	5,697	5,982	6,281	6,595	6,925	7,271	7,635
115	BICYCLE/PEDESTRIAN COORDINATOR			31.3038	32.8673	34.5115	36.2365	38.0481	39.9519	41.9481	44.0481
				3,961	4,159	4,367	4,585	4,814	5,055	5,308	5,573
284	BOOKMOBILE LIB ASST			22.8519	23.9942	25.1942	26.4519	27.7731	29.1635	30.6231	32.1519
				3,634	3,816	4,007	4,207	4,417	4,638	4,870	5,113
231	BOX OFFICE REPRESENTATIVE			20.9654	22.0154	23.1173	24.2712	25.4827	26.7577	28.0962	29.4981
				5,838	6,130	6,436	6,758	7,096	7,451	7,824	8,215
116	BUILDING INSPECTOR			33.6808	35.3654	37.1308	38.9885	40.9385	42.9865	45.1385	47.3942



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Service											
				3,818	4,009	4,209	4,419	4,640	4,872	5,116	5,372
117	BUILDING MAINTENANCE WORKER I			22.0269	23.1288	24.2827	25.4942	26.7692	28.1077	29.5154	30.9923
				4,397	4,617	4,848	5,090	5,344	5,611	5,892	6,187
118	BUILDING MAINTENANCE WORKER II			25.3673	26.6365	27.9692	29.3654	30.8308	32.3712	33.9923	35.6942
				5,798	6,088	6,392	6,712	7,048	7,400	7,770	8,159
120	CHEMIST I			33.4500	35.1231	36.8769	38.7231	40.6615	42.6923	44.8269	47.0712
				6,089	6,393	6,713	7,049	7,401	7,771	8,160	8,568
121	CHEMIST II			35.1288	36.8827	38.7288	40.6673	42.6981	44.8327	47.0769	49.4308
				5,838	6,130	6,436	6,758	7,096	7,451	7,824	8,215
127	CODE COMPLIANCE SPECIALIST			33.6808	35.3654	37.1308	38.9885	40.9385	42.9865	45.1385	47.3942
				4,501	4,726	4,962	5,210	5,471	5,745	6,032	6,334
131	CONSTRUCTION SPECIALIST			25.9673	27.2654	28.6269	30.0577	31.5635	33.1442	34.8000	36.5423
				3,405	3,575	3,754	3,942	4,139	4,346	4,563	4,791
132	COURIER/DRIVER			19.6442	20.6250	21.6577	22.7423	23.8788	25.0731	26.3250	28.6788
				3,405	3,575	3,754	3,942	4,139	4,346	4,563	4,791
133	CUSTODIAN			19.6442	20.6250	21.6577	22.7423	23.8788	25.0731	26.3250	27.6404
				5,257	5,520	5,796	6,086	6,390	6,710	7,046	7,398
135	ENGINEERING TECHNICIAN			30.3288	31.8462	33.4385	35.1115	36.8654	38.7115	40.6500	42.6808
				5,366	5,634	5,916	6,212	6,523	6,849	7,191	7,551
141	ENVIRON PROGRAMS ANALYST I			30.9577	32.5038	34.1308	35.8385	37.6327	39.5135	41.4865	43.5635
				5,747	6,034	6,336	6,653	6,986	7,335	7,702	8,087
136	ENVIRON PROGRAMS ANALYST II			33.1558	34.8115	36.5538	38.3827	40.3038	42.3173	44.4346	46.6558
				5,525	5,801	6,091	6,396	6,716	7,052	7,405	7,775
143	ENVIRONMENTAL COMPLIANCE INSP			31.8750	33.4673	35.1404	36.9000	38.7462	40.6846	42.7212	44.8558
				5,798	6,088	6,392	6,712	7,048	7,400	7,770	8,159
255	ENVIRONMENTAL MICROBIO I			33.4500	35.1231	36.8769	38.7231	40.6615	42.6923	44.8269	47.0712



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Service											
				6,089	6,393	6,713	7,049	7,401	7,771	8,160	8,568
256	ENVIRONMENTAL MICROBIO II			35.1288	36.8827	38.7288	40.6673	42.6981	44.8327	47.0769	49.4308
				6,695	7,030	7,382	7,751	8,139	8,546	8,973	9,422
257	ENVIRONMENTAL MICROBIO III			38.6250	40.5577	42.5885	44.7173	46.9558	49.3038	51.7673	54.3577
				4,383	4,602	4,832	5,074	5,328	5,594	5,874	6,168
137	EQUIPMENT MECHANIC I			25.2865	26.5500	27.8769	29.2731	30.7385	32.2731	33.8885	35.5846
				5,007	5,257	5,520	5,796	6,086	6,390	6,710	7,046
138	EQUIPMENT MECHANIC II			28.8865	30.3288	31.8462	33.4385	35.1115	36.8654	38.7115	40.6500
				3,980	4,179	4,388	4,607	4,837	5,079	5,333	5,600
139	EQUIPMENT SERVICE WORKER			22.9615	24.1096	25.3154	26.5788	27.9058	29.3019	30.7673	32.3077
				5,179	5,438	5,710	5,995	6,295	6,610	6,940	7,287
286	EXECUTIVE ASSIST TO CM			29.8788	31.3731	32.9423	34.5865	36.3173	38.1346	40.0385	42.0404
				5,598	5,878	6,172	6,481	6,805	7,145	7,502	7,877
280	FAC MAINT/ENERGY PROJ COORD			32.2962	33.9115	35.6077	37.3904	39.2596	41.2212	43.2808	45.4442
				3,295	3,460	3,633	3,814	4,005	4,205	4,416	4,636
140	FACILITY ATTENDANT			19.0100	19.9605	20.9585	22.0038	23.1068	24.2596	25.4752	26.7462
				4,690	4,924	5,170	5,428	5,699	5,984	6,283	6,597
296	FIRE PREVENTION TECHNICIAN			27.0577	28.4077	29.8269	31.3154	32.8788	34.5231	36.2481	38.0596
				5,429	5,700	5,985	6,284	6,598	6,928	7,274	7,638
237	GREEN BLDG ENVIRO SPECIALIST			31.3212	32.8846	34.5288	36.2538	38.0654	39.9692	41.9654	44.0654
				3,818	4,009	4,209	4,419	4,640	4,872	5,116	5,372
122	HOMELESSNESS RESPONSE FIELD WK			22.0269	23.1288	24.2827	25.4942	26.7692	28.1077	29.5154	30.9923
				5,747	6,034	6,336	6,653	6,986	7,335	7,702	8,087
142	HOUSING PROGRAMS SPECIALIST			33.1558	34.8115	36.5538	38.3827	40.3038	42.3173	44.4346	46.6558
				4,690	4,924	5,170	5,428	5,699	5,984	6,283	6,597
169	HUMAN RESOURCES TECHNICIAN			27.0577	28.4077	29.8269	31.3154	32.8788	34.5231	36.2481	38.0596



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Service											
				6,112	6,418	6,739	7,076	7,430	7,801	8,191	8,601
232	INFORMATION TEC SPECIALIST III			35.2615	37.0269	38.8788	40.8231	42.8654	45.0058	47.2558	49.6212
				5,038	5,290	5,555	5,833	6,125	6,431	6,753	7,091
144	INFORMATION TECH SPECIALIST I			29.0654	30.5192	32.0481	33.6519	35.3365	37.1019	38.9596	40.9096
				5,554	5,832	6,124	6,430	6,753	7,090	7,445	7,817
145	INFORMATION TECH SPECIALIST II			32.0423	33.6462	35.3308	37.0962	38.9596	40.9038	42.9519	45.0981
				4,281	4,495	4,720	4,956	5,204	5,464	5,737	6,024
215	LABORATORY TECHNICIAN			24.6981	25.9327	27.2308	28.5923	30.0231	31.5231	33.0981	34.7538
				3,295	3,460	3,633	3,814	4,005	4,205	4,416	4,636
146	LANDFILL GATE ATTENDANT			19.0100	19.9605	20.9585	22.0038	23.1068	24.2596	25.4752	26.7462
				3,500	3,675	3,859	4,052	4,255	4,468	4,691	4,926
282	LIBRARY ASSISTANT I			20.1923	21.2019	22.2635	23.3769	24.5481	25.7769	27.0635	28.4192
				3,961	4,159	4,367	4,585	4,814	5,055	5,308	5,573
283	LIBRARY ASSISTANT II			22.8519	23.9942	25.1942	26.4519	27.7731	29.1635	30.6231	32.1519
				4,378	4,597	4,827	5,068	5,321	5,587	5,866	6,159
285	LIBRARY INFORMATION SPECIALIST			25.2577	26.5212	27.8481	29.2385	30.6981	32.2327	33.8423	35.5327
				4,485	4,709	4,944	5,191	5,451	5,724	6,010	6,311
153	LIGHT EQUIPMENT MECHANIC			25.8750	27.1673	28.5231	29.9481	31.4481	33.0231	34.6731	36.4096
				3,295	3,460	3,633	3,814	4,005	4,205	4,416	4,636
162	PARKING ATTENDANT			19.0100	19.9605	20.9585	22.0038	23.1068	24.2596	25.4752	26.7462
				4,063	4,266	4,479	4,703	4,938	5,185	5,444	5,716
164	PARKING CONTROL MAINT WKR			23.4404	24.6115	25.8404	27.1327	28.4885	29.9135	31.4077	32.9769
				4,063	4,266	4,479	4,703	4,938	5,185	5,444	5,716
163	PARKING ENFORCEMENT OFFICER			23.4404	24.6115	25.8404	27.1327	28.4885	29.9135	31.4077	32.9769
				3,524	3,700	3,885	4,079	4,283	4,497	4,722	4,958
227	PARKING FACILITY MAINT ASST			20.3308	21.3462	22.4135	23.5327	24.7096	25.9442	27.2423	28.6038



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Service											
				4,063	4,266	4,479	4,703	4,938	5,185	5,444	5,716
165	PARKING OFFICE REPRESENTATIVE	23.4404	24.6115	25.8404	27.1327	28.4885	29.9135	31.4077	32.9769		
		3,818	4,009	4,209	4,419	4,640	4,872	5,116	5,372		
167	PARKS MAINTENANCE WORKER	22.0269	23.1288	24.2827	25.4942	26.7692	28.1077	29.5154	30.9923		
		4,690	4,924	5,170	5,428	5,699	5,984	6,283	6,597		
126	PAYROLL TECHNICIAN	27.0577	28.4077	29.8269	31.3154	32.8788	34.5231	36.2481	38.0596		
		4,690	4,924	5,170	5,428	5,699	5,984	6,283	6,597		
288	PLANNING & COMM DEVEL TECH	27.0577	28.4077	29.8269	31.3154	32.8788	34.5231	36.2481	38.0596		
		4,595	4,825	5,066	5,319	5,585	5,864	6,157	6,465		
170	PLANT MAINTENANCE MECHANIC I	26.5096	27.8365	29.2269	30.6865	32.2212	33.8308	35.5212	37.2981		
		5,248	5,510	5,785	6,074	6,378	6,697	7,032	7,384		
171	PLANT MAINTENANCE MECHANIC II	30.2769	31.7885	33.3750	35.0423	36.7962	38.6365	40.5692	42.6000		
		4,190	4,399	4,619	4,850	5,092	5,347	5,614	5,895		
175	PO PROPERTY & EVIDENCE SPECIAL	24.1731	25.3788	26.6481	27.9808	29.3769	30.8481	32.3885	34.0096		
		3,980	4,179	4,388	4,607	4,837	5,079	5,333	5,600		
176	POLICE RECORDS TECHNICIAN	22.9615	24.1096	25.3154	26.5788	27.9058	29.3019	30.7673	32.3077		
		3,889	4,083	4,287	4,501	4,726	4,962	5,210	5,470		
281	PURCHASING ASSISTANT	22.4365	23.5558	24.7327	25.9673	27.2654	28.6269	30.0577	31.5577		
		3,411	3,582	3,761	3,949	4,146	4,353	4,571	4,800		
238	RANGER ASSISTANT	19.6788	20.6654	21.6981	22.7827	23.9192	25.1135	26.3712	27.6923		
		4,155	4,363	4,581	4,810	5,051	5,304	5,569	5,847		
294	RANGER I	23.9712	25.1712	26.4288	27.7500	29.1404	30.6000	32.1288	33.7327		
		4,484	4,708	4,943	5,190	5,449	5,721	6,007	6,307		
179	RANGER II	25.8692	27.1615	28.5173	29.9423	31.4365	33.0058	34.6558	36.3865		
		4,419	4,640	4,872	5,116	5,372	5,641	5,923	6,219		
223	RECORDS COORDINATOR	25.4942	26.7692	28.1077	29.5154	30.9923	32.5442	34.1712	35.8788		



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Service											
				4,549	4,776	5,015	5,266	5,529	5,805	6,095	6,400
180	RECREATION COORDINATOR			26.2442	27.5538	28.9327	30.3808	31.8981	33.4904	35.1635	36.9231
				5,007	5,257	5,520	5,796	6,086	6,390	6,710	7,046
181	RECYCLE CENTER MAINT MECHANIC			28.8865	30.3288	31.8462	33.4385	35.1115	36.8654	38.7115	40.6500
				4,568	4,796	5,036	5,288	5,552	5,830	6,122	6,428
182	RESOURCE RECOVERY EQUIP OPERAT			26.3538	27.6692	29.0538	30.5077	32.0308	33.6346	35.3192	37.0846
				3,405	3,575	3,754	3,942	4,139	4,346	4,563	4,791
218	RESOURCE RECOVERY WORKER I			19.6442	20.6250	21.6577	22.7423	23.8788	25.0731	26.3250	27.6404
				3,572	3,751	3,939	4,136	4,343	4,560	4,788	5,027
219	RESOURCE RECOVERY WORKER II			20.6077	21.6404	22.7250	23.8615	25.0558	26.3077	27.6231	29.0019
				5,038	5,290	5,555	5,833	6,125	6,431	6,753	7,091
279	REVENUE COLLECTIONS SPECIALIST			29.0654	30.5192	32.0481	33.6519	35.3365	37.1019	38.9596	40.9096
				6,465	6,788	7,127	7,483	7,857	8,250	8,663	9,096
184	SENIOR BUILDING INSPECTOR			37.2981	39.1615	41.1173	43.1712	45.3288	47.5962	49.9788	52.4769
				4,485	4,709	4,944	5,191	5,451	5,724	6,010	6,311
264	SENIOR PARKING SERVICES WORKER			25.8750	27.1673	28.5231	29.9481	31.4481	33.0231	34.6731	36.4096
				5,038	5,290	5,555	5,833	6,125	6,431	6,753	7,091
234	SENIOR PAYMENTS TECHNICIAN			29.0654	30.5192	32.0481	33.6519	35.3365	37.1019	38.9596	40.9096
				6,870	7,214	7,575	7,954	8,352	8,770	9,208	9,668
277	SENIOR PLANS EXAMINER			39.6346	41.6192	43.7019	45.8885	48.1846	50.5962	53.1231	55.7769
				4,289	4,503	4,728	4,964	5,212	5,473	5,747	6,034
292	SENIOR POLICE RECORDS TECH			24.7442	25.9788	27.2769	28.6385	30.0692	31.5750	33.1558	34.8115
				4,890	5,134	5,391	5,661	5,944	6,241	6,553	6,881
293	SENIOR RANGER			28.2115	29.6192	31.1019	32.6596	34.2923	36.0058	37.8058	39.6981
				3,524	3,700	3,885	4,079	4,283	4,497	4,722	4,958
189	SERVICE MAINTENANCE TRAINEE			20.3308	21.3462	22.4135	23.5327	24.7096	25.9442	27.2423	28.6038



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Service											
				3,818	4,009	4,209	4,419	4,640	4,872	5,116	5,372
190	SERVICE MAINTENANCE WORKER			22.0269	23.1288	24.2827	25.4942	26.7692	28.1077	29.5154	30.9923
				4,146	4,353	4,571	4,800	5,040	5,292	5,557	5,835
191	SOLID WASTE WORKER			23.9192	25.1135	26.3712	27.6923	29.0769	30.5308	32.0596	33.6635
				5,366	5,634	5,916	6,212	6,523	6,849	7,191	7,551
287	SPECIAL EVENTS COORDINATOR			30.9577	32.5038	34.1308	35.8385	37.6327	39.5135	41.4865	43.5635
				4,155	4,363	4,581	4,810	5,051	5,304	5,569	5,847
123	SR HOMELESSNESS RESPONSE FLDWK			23.9712	25.1712	26.4288	27.7500	29.1404	30.6000	32.1288	33.7327
				4,155	4,363	4,581	4,810	5,051	5,304	5,569	5,847
186	SR PARKS MAINTENANCE WKR			23.9712	25.1712	26.4288	27.7500	29.1404	30.6000	32.1288	33.7327
				4,517	4,743	4,980	5,229	5,490	5,764	6,052	6,355
299	SR POLICE PROPERTY & EVID. SP			26.0596	27.3635	28.7308	30.1673	31.6731	33.2538	34.9154	36.6635
				3,890	4,085	4,289	4,503	4,728	4,964	5,212	5,473
220	SR RESOURCE RECOVERY WKR			22.4423	23.5673	24.7442	25.9788	27.2769	28.6385	30.0692	31.5750
				4,155	4,363	4,581	4,810	5,051	5,304	5,569	5,847
187	SR SERVICE MAINTENANCE WKR			23.9712	25.1712	26.4288	27.7500	29.1404	30.6000	32.1288	33.7327
				5,469	5,742	6,029	6,330	6,646	6,978	7,327	7,693
243	SR WATER DISTRIBUTION OPERATOR			31.5519	33.1269	34.7827	36.5192	38.3423	40.2577	42.2712	44.3827
				5,469	5,742	6,029	6,330	6,646	6,978	7,327	7,693
205	SR WW COLLECTION MAINT TECH			31.5519	33.1269	34.7827	36.5192	38.3423	40.2577	42.2712	44.3827
				4,254	4,467	4,690	4,924	5,170	5,428	5,699	5,984
196	TRAFFIC SIGNAL WORKER			24.5423	25.7712	27.0577	28.4077	29.8269	31.3154	32.8788	34.5231
				5,426	5,697	5,982	6,281	6,595	6,925	7,271	7,635
198	TRANSPORTATION COORDINATOR			31.3038	32.8673	34.5115	36.2365	38.0481	39.9519	41.9481	44.0481
				4,520	4,746	4,983	5,232	5,494	5,769	6,057	6,360
271	UTILITY ACCOUNT SPECIALIST			26.0769	27.3808	28.7481	30.1846	31.6962	33.2827	34.9442	36.6923



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Service											
				4,383	4,602	4,832	5,074	5,328	5,594	5,874	6,168
295	UTILITY MAINT TECH TRAINEE			25.2865	26.5500	27.8769	29.2731	30.7385	32.2731	33.8885	35.5846
				4,665	4,898	5,143	5,400	5,670	5,954	6,252	6,565
260	UTILITY MAINT TECHNICIAN			26.9135	28.2577	29.6712	31.1538	32.7115	34.3500	36.0692	37.8750
				3,910	4,106	4,311	4,527	4,753	4,991	5,241	5,503
274	UTILITY SER FIELD TECH I			22.5577	23.6885	24.8712	26.1173	27.4212	28.7942	30.2365	31.7481
				4,109	4,314	4,530	4,757	4,995	5,245	5,507	5,782
275	UTILITY SER FIELD TECH II			23.7058	24.8885	26.1346	27.4442	28.8173	30.2596	31.7712	33.3577
				3,910	4,106	4,311	4,527	4,753	4,991	5,241	5,503
272	UTILITY SERVICE REP I			22.5577	23.6885	24.8712	26.1173	27.4212	28.7942	30.2365	31.7481
				4,109	4,314	4,530	4,757	4,995	5,245	5,507	5,782
273	UTILITY SERVICE REP II			23.7058	24.8885	26.1346	27.4442	28.8173	30.2596	31.7712	33.3577
				3,562	3,740	3,927	4,123	4,329	4,545	4,772	5,011
289	VOLUNTEER COORDINATOR ASSIST			20.5500	21.5769	22.6558	23.7865	24.9750	26.2212	27.5308	28.9096
				4,155	4,363	4,581	4,810	5,051	5,304	5,569	5,847
225	WASTE REDUCTION ASSITANT			23.9712	25.1712	26.4288	27.7500	29.1404	30.6000	32.1288	33.7327
				4,605	4,835	5,077	5,331	5,598	5,878	6,172	6,481
208	WATER CONSERVATION REPRES.			26.5673	27.8942	29.2904	30.7558	32.2962	33.9115	35.6077	37.3904
				3,818	4,009	4,209	4,419	4,640	4,872	5,116	5,372
244	WATER DISTRIBUTION OIT			22.0269	23.1288	24.2827	25.4942	26.7692	28.1077	29.5154	30.9923
				4,890	5,134	5,391	5,661	5,944	6,241	6,553	6,881
246	WATER DISTRIBUTION OPER III			28.2115	29.6192	31.1019	32.6596	34.2923	36.0058	37.8058	39.6981
				4,482	4,706	4,941	5,188	5,447	5,719	6,005	6,305
245	WATER DISTRIBUTION OPERATOR II			25.8577	27.1500	28.5058	29.9308	31.4250	32.9942	34.6442	36.3750
				5,378	5,647	5,929	6,225	6,536	6,863	7,206	7,566
258	WATER FAC MECHANICAL TECH II			31.0269	32.5788	34.2058	35.9135	37.7077	39.5942	41.5731	43.6500



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
Service											
				5,804	6,094	6,399	6,719	7,055	7,408	7,778	8,167
259	WATER FAC MECHANICAL TECH III	33.4846		33.4846	35.1577	36.9173	38.7635	40.7019	42.7385	44.8731	47.1173
			4,138		4,345	4,562	4,790	5,029	5,280	5,544	5,821
276	WATER METER SPECIALIST	23.8731		23.8731	25.0673	26.3192	27.6346	29.0135	30.4615	31.9846	33.5827
			3,678		3,862	4,055	4,258	4,471	4,695	4,930	5,177
212	WATER METER TECHNICIAN	21.2192		21.2192	22.2808	23.3942	24.5654	25.7942	27.0865	28.4423	29.8673
			5,798		6,088	6,392	6,712	7,048	7,400	7,770	8,159
251	WATER QUALITY CHEMIST I	33.4500		33.4500	35.1231	36.8769	38.7231	40.6615	42.6923	44.8269	47.0712
			6,089		6,393	6,713	7,049	7,401	7,771	8,160	8,568
252	WATER QUALITY CHEMIST II	35.1288		35.1288	36.8827	38.7288	40.6673	42.6981	44.8327	47.0769	49.4308
			6,695		7,030	7,382	7,751	8,139	8,546	8,973	9,422
253	WATER QUALITY CHEMIST III	38.6250		38.6250	40.5577	42.5885	44.7173	46.9558	49.3038	51.7673	54.3577
			6,309		6,624	6,955	7,303	7,668	8,051	8,454	8,877
298	WATER RESOURCES ANALYST	36.3981		36.3981	38.2154	40.1250	42.1327	44.2385	46.4481	48.7731	51.2135
			4,678		4,912	5,158	5,416	5,687	5,971	6,270	6,583
239	WATER TREATMENT OIT	26.9885		26.9885	28.3385	29.7577	31.2462	32.8096	34.4481	36.1731	37.9788
			5,191		5,451	5,724	6,010	6,310	6,625	6,956	7,304
240	WATER TREATMENT OPERATOR II	29.9481		29.9481	31.4481	33.0231	34.6731	36.4038	38.2212	40.1308	42.1385
			6,107		6,412	6,733	7,070	7,424	7,795	8,185	8,594
241	WATER TREATMENT OPERATOR III	35.2327		35.2327	36.9923	38.8442	40.7885	42.8308	44.9712	47.2212	49.5808
			6,415		6,736	7,073	7,427	7,798	8,188	8,597	9,027
242	WATER TREATMENT OPERATOR IV	37.0096		37.0096	38.8615	40.8058	42.8481	44.9885	47.2385	49.5981	52.0788
			4,839		5,081	5,335	5,602	5,882	6,176	6,485	6,809
216	WHARF CONSTRUCTION WORKER	27.9173		27.9173	29.3135	30.7788	32.3192	33.9346	35.6308	37.4135	39.2827
			5,798		6,088	6,392	6,712	7,048	7,400	7,770	8,159
265	WTR FAC ELEC/INSTR TECH II	33.4500		33.4500	35.1231	36.8769	38.7231	40.6615	42.6923	44.8269	47.0712



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
Service											
				6,426	6,747	7,084	7,438	7,810	8,201	8,611	9,042
266	WTR FAC ELEC/INSTR TECH III			37.0731	38.9250	40.8692	42.9115	45.0577	47.3135	49.6788	52.1654
				4,482	4,706	4,941	5,188	5,447	5,719	6,005	6,305
204	WW COLLECTION MAINT TECH I			25.8577	27.1500	28.5058	29.9308	31.4250	32.9942	34.6442	36.3750
				4,890	5,134	5,391	5,661	5,944	6,241	6,552	6,881
202	WW COLLECTION MAINT TECH II			28.2115	29.6192	31.1019	32.6596	34.2923	36.0058	37.8000	39.6981
				3,818	4,009	4,209	4,419	4,640	4,872	5,116	5,372
203	WW COLLECTION MAINT TRAINEE			22.0269	23.1288	24.2827	25.4942	26.7692	28.1077	29.5154	30.9923
				5,378	5,647	5,929	6,225	6,536	6,863	7,206	7,566
261	WW COLLECTION MECH TECH II			31.0269	32.5788	34.2058	35.9135	37.7077	39.5942	41.5731	43.6500
				4,665	4,898	5,143	5,400	5,670	5,954	6,252	6,565
262	WW FAC ELEC/ INSTR TECH I			26.9135	28.2577	29.6712	31.1538	32.7115	34.3500	36.0692	37.8750
				5,798	6,088	6,392	6,712	7,048	7,400	7,770	8,159
263	WW FAC ELEC/INSTR TECH II			33.4500	35.1231	36.8769	38.7231	40.6615	42.6923	44.8269	47.0712
				5,470	5,744	6,031	6,333	6,650	6,982	7,331	7,698
268	WW FAC INSTR TECH II			31.5577	33.1385	34.7942	36.5365	38.3654	40.2808	42.2942	44.4115
				5,804	6,094	6,399	6,719	7,055	7,408	7,778	8,167
249	WW FAC LEAD MECH TECH			33.4846	35.1577	36.9173	38.7635	40.7019	42.7385	44.8731	47.1173
				4,665	4,898	5,143	5,400	5,670	5,954	6,252	6,565
247	WW FAC MECH TECH I			26.9135	28.2577	29.6712	31.1538	32.7115	34.3500	36.0692	37.8750
				5,378	5,647	5,929	6,225	6,536	6,863	7,206	7,566
248	WW FAC MECH TECH II			31.0269	32.5788	34.2058	35.9135	37.7077	39.5942	41.5731	43.6500
				4,665	4,898	5,143	5,400	5,670	5,954	6,252	6,565
269	WW FACILITIES ELEC TECH I			26.9135	28.2577	29.6712	31.1538	32.7115	34.3500	36.0692	37.8750
				5,470	5,744	6,031	6,333	6,650	6,982	7,331	7,698
270	WW FACILITIES ELEC TECH II			31.5577	33.1385	34.7942	36.5365	38.3654	40.2808	42.2942	44.4115



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
Service											
				4,665	4,898	5,143	5,400	5,670	5,954	6,252	6,565
267	WW FACILITIES INSTR TECH I			26.9135	28.2577	29.6712	31.1538	32.7115	34.3500	36.0692	37.8750
				4,104	4,309	4,524	4,750	4,988	5,237	5,499	5,774
111	WW PLANT OPER IN TRAIN			23.6769	24.8596	26.1000	27.4038	28.7769	30.2135	31.7250	33.3115
				4,148	4,355	4,573	4,802	5,042	5,294	5,559	5,837
206	WW PLANT OPERATOR I			23.9308	25.1250	26.3827	27.7038	29.0885	30.5423	32.0712	33.6750
				5,752	6,040	6,342	6,659	6,992	7,342	7,709	8,094
207	WW PLANT OPERATOR II			33.1846	34.8462	36.5885	38.4173	40.3385	42.3577	44.4750	46.6962
				6,323	6,639	6,971	7,320	7,686	8,070	8,474	8,898
236	WW PLANT OPERATOR III			36.4788	38.3019	40.2173	42.2308	44.3423	46.5577	48.8885	51.3346

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

EXHIBIT D

DIVISION STEWARDS

1. At Large (5 Chief Stewards)
2. Police & Fire
3. Parks & Recreation
4. DeLaveaga Gold Course
5. Wharf
6. Library Headquarters
7. Central Library
8. Branch Libraries
9. Street/Sidewalk Maintenance; Sign Shop; Street Painting
10. Parking Control
11. City Garage
12. Sanitation
13. Resource Recovery Facility (Landfill/Recycling)
14. Wastewater Mains; Flood Control
15. Wastewater Treatment Plant
16. Water Treatment Plant
17. Water Corporation Yard; Water Meter Shop
18. Water Admin; City Mgr; HR; City Clerk
19. Loch Lomond
20. Information Technology; Finance
21. Planning; Inspection; Redevelopment; Public Works Admin & Engineering; Traffic Engineering.

EXHIBIT E

CLASSIFICATIONS REQUIRING SAFETY BOOTS (REGULAR POSITIONS ONLY)

*Assistant Engineer I
*Assistant Engineer II
Assistant Wastewater Plant Operator
Building Inspector
Building Maintenance Worker I
Building Maintenance Worker II
Chemist I
Chemist II
Construction Specialist
Courier Driver
Custodian (Civic, Wharf, Parks & LNCC only)
*Engineering Technician
Environmental Compliance Inspector
Equipment Mechanic I
Equipment Mechanic II
Equipment Service Worker
Landfill Gate Attendant
Light Equipment Mechanic
Parking Attendant
Parking Control Maintenance Worker
Parking Enforcement Officer
Parking Facility Maintenance Assistant
Parks Maintenance Worker
Parks Maintenance Mechanic I/II
Police Property Attendant
Ranger
Recycling Center Equipment Mechanic
Recycling Maintenance Technician
Resource Recovery Equipment Operator
Resource Recovery Worker I
Resource Recovery Worker II
Sanitation/Recycling Aide
Service Maintenance Trainee
Service Maintenance Worker
Senior Building Inspector
Senior Environmental Compliance Inspector
Senior Parks Maintenance Worker
Senior Resource Recovery Worker
Senior Service Maintenance Worker
Senior Water Distribution Worker
Solid Waste Worker
Street Maintenance Worker
Street Signing Specialist
Traffic Signal Technician
Traffic Signal Worker
Utility Maintenance Technician
*Utility Service Representative
*Waste Reduction Coordinator
Wastewater Facilities Electrical/Instrumentation Technician I/II
Wastewater Facilities Lead Electrical/Instrumentation Technician

Wastewater Mains Maintenance Trainee
Wastewater Mains Maintenance Worker
Wastewater Mains Senior Maintenance Worker
Wastewater Plant Operator I
Wastewater Plant Operator II
Water Distribution Worker I
Water Distribution Worker II
Water Meter Technician
Water Quality Laboratory Assistant
Water Quality Microbiologist I/II/III
Water Treatment Operator I/II/III/IV
Wharf Construction Worker

*Field positions only, requirement is optional with department head approval.

EXHIBIT F

ASSISTANT TO LANDFILL EQUIPMENT OPERATIONS ASSIGNMENT

Landfill Orientation Program

In February of 2003, the Resource Recovery Facility began a voluntary Landfill Orientation Program to introduce all interested Resource Recovery Workers to the full scope of landfill operations and activities. This eight-week program is designed to introduce Resource Recovery Workers to the operational, regulatory, and mechanical aspects of the landfill operation. The orientation initially includes observation of the traffic flow and the equipment used to operate the landfill. This is followed by training on the operation of the articulated truck and the dirt loader, then training on the operation of the smallest bulldozer available; an operator or supervisor trains the individual and the training takes place away from the public and traffic. The worker then learns to operate the larger dozer and the compactor. The workers are trained on equipment operation techniques and safety techniques to be used around public traffic.

Resource Recovery Workers who are interested in completing the orientation program may sign up for the program with their supervisors. Those who are interested will be scheduled to participate in the orientation program on a first-come-first-served basis. In order to participate in the Landfill Orientation Program, an employee must first successfully complete the probationary period.

Purpose

The Resource Recovery Facility would like to offer an opportunity to assist with the operation of landfill equipment on an intermittent basis to Resource Recovery Workers who have successfully completed the Landfill Orientation Program. This assignment will involve the entry-level operation of standard landfill equipment under the direct supervision of a Resource Recovery Supervisor or experienced Resource Recovery Equipment Operator. This assignment is being offered in order to continue fostering a work environment where workers can learn new skills that will benefit them in preparing for promotional opportunities and where application of those skills will also benefit the City. Additionally, creation of this assignment will allow those Resource Recovery Workers who are not yet qualified for the journey-level Resource Recovery Equipment Operator classification to work toward gaining the experience to qualify for that position.

Process

Qualified Resource Recovery Workers will be assigned to assist in landfill equipment operations on a rotational basis to cover the absences of Resource Recovery Equipment Operators. Each individual will be assigned, on an as-needed basis, as determined by the Superintendent of Resource Recovery Disposal, for no more than ten working days at a time. At the completion of those ten days, that individual will move to the bottom of the assignment list and the next person will move to the top. The purpose of this rotational approach is to promote career development for all interested employees.

Those Resource Recovery Workers who have completed the Landfill Orientation Program may have their names placed on the Assistant to Landfill Equipment Operations list by notifying their supervisor or the Superintendent of Resource Recovery Disposal that they would like to do so.

Compensation

The salary range that will be used for participating in the Landfill Orientation Program and the intermittent Assistant to Landfill Equipment Operations assignment is equivalent to the salary range for the Service Maintenance Worker classification. Resource Recovery Worker incumbents will be placed at a step in this salary range that will provide not less than a 2.5% increase (in accordance with the Working Out of Classification provisions of the Service Employees' M.O.U., Section 10.04).

Exhibit F



HUMAN RESOURCES DEPARTMENT
1109 Center Street, Room 6, Santa Cruz, CA 95060 • R31 420-5040 • Fax: 831 420-5041 • www.ci.santa-cruz.ca.us

October 16, 2003

Therese Valdez
S.E.I.U., Local 415
517 Mission Street
Santa Cruz, CA 95060

Dear Therese:

Attached is the revised and final Assistant to Landfill Equipment Operations Assignment document. The only revision that has been made is the addition of the following statement to the second paragraph: *In order to participate in the Landfill Orientation Program, an employee must first successfully complete the probationary period.*

Because this letter will serve to document our agreement to proceed with the implementation of the Assistant to Landfill Equipment Operations Assignment, please indicate your agreement by signing below and please return a signed copy of this letter to me. Because Jose Gamboa has indicated that he would like to implement this Assignment on Saturday, October 18, 2003, as he has a need for someone to work at this level at that time, I would appreciate receiving your response via fax as soon as possible.

When we met on October 14, 2003, the City and S.E.I.U. agreed to the following:

- Initially, the list of employees eligible for the Assignment will be ranked according to seniority. Then, as additional employees qualify, they will be placed on the bottom of the rotational roster.
- This Assignment will be handled in accordance with the Working out of Classification provision of the M.O.U.
- A certificate of completion will be issued to those employees who successfully complete the Landfill Orientation Program.
- Completion of each element of training in the Landfill Orientation Program will be documented and remedial training will take place for those employees who are not initially successful in a particular area.
- We will touch base three months from the date of agreement and then again six months from the date of agreement, in order to discuss any needed changes to the Assistant to Landfill Equipment Operations Assignment.

Please contact me at 420-5045 if you have any questions. Thank you.

Sincerely,

Kelly Menahan
Assistant Director of Human Resources

Agreed 10/16/03:

Therese Valdez
SEIU 415

cc Mark Dettle, Mary Arman, Jose Gamboa, Erwin Young

City of Santa Cruz
Administrative Procedure Order
Section II, #1B (Revised October 2020)

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 and Commissioners found to have participated in actions constituting a violation of this policy shall be subject to the "Code of Ethics and Conduct for Elected and Appointed Officials" found in the City Council Policy Manual (<https://www.cityofsantacruz.com/government/city-council/council-policy-manual>). Customers and other 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, volunteers, contractors, Councilmembers, and Commissioners 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*) and City-sponsored or approved training.

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 a person's work performance.

Disagreements, conflicts, and differences of opinion are valid so long as professionalism can be maintained. Healthy arguments can be conducive to positive outcomes. This policy does not seek to prohibit that behavior.

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;
 - 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, or 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. Councilmembers and Commissioners found to have participated in retaliatory action in contravention of this policy will be subject to the “Code of Ethics and Conduct for Elected and Appointed Officials.”

- a. Anyone who believes that 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 that 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 that 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. Complaints should include the following information (it is recommended but not required to use the attached “Respectful Workplace Conduct Complaint Form” or the current Human Resources electronic reporting system):
 - The name, address, and telephone number of the complainant.
 - Contact information of any person who may have knowledge of the incident.
 - 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 their 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 that employees, Councilmembers, Commissioners, and volunteers are protected from further violations.
- b. To the extent possible, it is the intention of the City to protect the confidentiality of any person who contacts the City for the purposes of seeking information, assistance, or counseling regarding this policy. Information given to the City in the course of an internal investigation is not confidential. The City will not release information except as required by Public Records laws or the requirements of an investigation,
- 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, or in the case of a Councilmember or Commissioner, they will be subject to the “Code of Ethics and Conduct for Elected and Appointed Officials.”

- d. Employees, Councilmembers, Commissioners, contractors, or volunteers 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 person 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 person subject to the investigation will be notified of the appropriate disciplinary action that will be taken. In the case of a Councilmember or Commissioner, refer to the “Code of Ethics and Conduct for Elected and Appointed Officials.”

- 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 person 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 reason(s) 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 by the Human Resources Department and subject to the Public Records laws.

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, employee, volunteer, contractor, Councilmember, or Commissioner 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, Councilmembers, Commissioners, and volunteers, 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) Council 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.)

2. What is the remedy being sought for this complaint?

SECTION IV. Confidentiality

To the extent possible, it is the intention of the City to protect the confidentiality of any person who contacts the City for the purpose of seeking information, assistance, or counseling regarding the City’s Respectful Workplace Conduct Policy. Information given to the City in the course of an internal investigation is not confidential; however, except as required by Public Records laws or the requirements of a thorough investigation, the City will release information only on a “need-to-know” basis. If you have questions about personal safety or personal privacy, you should discuss these questions with the Human Resources Department, your union representative, or your own attorney prior to providing information.

I have read and understand the City’s Respectful Workplace Conduct Policy and declare that the information contained herein is true and correct.

Signature of Complainant

Date

Internal Use Only:

Complaint Received by: _____

Signature: _____

Date Received: _____

EXHIBIT H

SEIU 521 REPRESENTED CLASSIFICATIONS DESIGNATED AS CONFIDENTIAL

Confidential Service Workers

Administrative Assistant I assigned to City Manager and Human Resources

Administrative Assistant II assigned to City Manager and Human Resources

Administrative Assistant III assigned to City Manager and Human Resources

Executive Assistant to the City Manager

Payroll Technician

Human Resources Technician

EXHIBIT I**SEIU 521 REPRESENTED CLASSIFICATIONS ELIGIBLE TO RECEIVE
HAZARDOUS MATERIALS PREMIUM PAY (MOU SECTION 10.22)**

(Hazardous material departmental policies and/or practices to adhere to
procedures current as of the effective date: **September 5, 2019**)

Classification Title (as of 8/12/2022)	Classification Grade Code
Building Maintenance Worker I/II	117/118
Chemist I/II	120/121
Construction Specialist	131
Custodian	133
Environmental Compliance Inspector	143
Environmental Microbiologist I/II/III	255/256/257
Environmental Programs Analyst I/II	141/136
Equipment Mechanic I/II	137/138
Equipment Service Worker	139
Facility Attendant	140
Homelessness Response Field Worker	122
Laboratory Technician	215
Light Equipment Mechanic	153
Parking Attendant	162
Parking Controls Maintenance Worker	164
Parking Facility Maintenance Assistant	227
Parks Maintenance Worker & Senior Parks Maintenance Worker	167/186
Plant Maintenance Mechanic I/II	170/171
Police Property and Evidence Specialist	175
Ranger Assistant	238
Ranger I/II & Senior Ranger	294/179/293
Recreation Assistant	180
Recycling Center Maintenance Mechanic	181
Resource Recovery Equipment Operator	182
Resource Recovery Worker I/II Senior Resource Recovery Worker	218/219/220
<i>SEIU Administrator of PW Hazardous Materials Disposal Program @ Corp Yard</i>	n/a
Senior Homelessness Response Field Worker	123
Senior Parking Services Worker	264
Senior Police Property and Evidence Specialist	299
Service Maintenance Trainee/Worker & Senior Service Maintenance Worker	189/190/187
Solid Waste Worker	191

Utility Maintenance Technician Trainee & Utility Maintenance Technician	295/260
Utility Service Field Technician I/II	275/275
Wastewater Collection Maintenance Trainee/Tech I/Tech II & Senior	203/204/202/205
Wastewater Facilities Electrical Instrumentation Technician I/II	262/263
Wastewater Facilities Mechanical Technician I/II & Lead	247/248/249
Wastewater Plant Operator OIT/I/II/III	111/206/207/236
<i>SEIU Staff on the Water Department Volunteer Sharps Pick-Up List</i>	n/a
Water Distribution OIT/II/III and Senior Water Distribution Operator	244/245/246/243
Water Facilities Electrical/Instrumentation Technician II/III	265/266
Water Facilities Mechanical Technician II/III	258/259
Water Meter Specialist	276
Water Quality Chemist I/II/III	251/252/253
Water Resources Analyst	298
Water Treatment OIT/II/III/IV	239/240/241/242
Wharf Construction Worker	216