

2004-2006
MEMORANDUM OF UNDERSTANDING CITY OF SANTA
CRUZ AND CITY OF SANTA CRUZ SERVICE
EMPLOYEES, S.E.I.U., LOCAL 415

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CITY OF SANTA CRUZ
AND
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TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
SECTION 1.00	PREAMBLE	1
SECTION 2.00	TERM	1
SECTION 3.00	NO ABROGATION OF RIGHTS	1
SECTION 4.00	PAST PRACTICES	2
SECTION 5.00	RECOGNITION	2
SECTION 6.00	NO DISCRIMINATION	2
SECTION 7.00	UNION SECURITY AND UNION RIGHTS	3
	7.01 - Agency Shop	3
	7.02 - Memorandum of Understanding	3
	Printing and Distribution	
	7.03 - Union Notification	4
	7.04 - Bulletin Boards and Department	4
	Mail	
	7.05 - Time Off for Union Officials.....	4
	7.06 - Access to City Facilities.....	5
	7.07 - Membership List	5
	7.08 - Area Meetings	6
	7.09 - C.O.P.E. Deduction.....	6
SECTION 8.00	PERSONNEL ACTIONS	6
	8.01 - Personnel Files	6
	8.02 - Probation	8
	8.03 - Compensation Study	8
SECTION 9.00	WORK ASSIGNMENTS	9
	9.01 - Work Shifts.....	9
	9.02 - Alternate Schedules/Flex Time	9
	9.03 - Sanitation Work Hours	9
	9.04 - Part-time Employees.....	10
	9.05 - Seniority	10
	9.06 - Lunch Period	10
	9.07 - Rest Periods.....	10
	9.08 - Clean-Up Time.....	11
	9.09 - Emergency Meals.....	11
	9.10 - Light Duty Assignments	11
	9.11 - Parks Work Schedule.....	11

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
SECTION 10.00	PAY RATES AND PRACTICES	12
	10.01 - Salary Steps.....	12
	10.02 - Salary/Retirement	14
	10.03 - Longevity	14
	10.04 - Working Out of Classification.....	14
	10.05 - Shift Differential	15
	10.06 - Lone Operator Differential	15
	10.07 – Overtime	16
	10.08 - Callback.....	17
	10.09 - Duty Assignment	17
	10.10 - Bilingual Pay.....	18
	10.11 - City Translator	19
	10.12 - Overpayments	19
SECTION 11.00	HOLIDAYS	19
	11.01 - Fixed Holidays.....	19
	11.02 - Floating Holidays	20
	11.03 - Holiday Work	20
	11.04 - Holiday on Regular Day Off	21
	11.05 - Holidays During Vacation.....	21
	11.06 - Holiday Pay-off	21
	11.07 - Eligibility	21
SECTION 12.00	VACATION	21
	12.01 - Accrual	21
	12.02 - Scheduling of Vacation	21
	12.03 - Illness During Vacation.....	22
	12.04 - Rate of Maximum Vacation Accrual.....	22
	12.05 - Sellback of Vacation.....	22
SECTION 13.00	SICK LEAVE	22
	13.01 - Definition.....	22
	13.02 - Accrual	22
	13.03 - Limitations.....	23
	13.04 - Sick Leave Incentive Program.....	23
SECTION 14.00	LEAVES OF ABSENCE	23
	14.01 - Paid Leaves of Absence.....	24
	14.02 - Unpaid Leaves of Absence.....	26
	14.03 - Continuation of Insurance	28
	Benefits During Unpaid Leaves of Absence	

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
SECTION 15.00	BENEFITS	29
	15.01 - Medical Benefits.....	29
	15.02 - Dental Insurance.....	32
	15.03 - Vision.....	32
	15.04 – Long Term Disability.....	32
	15.05 - Part-Time Employees.....	32
	15.06 - Retiree Health Program.....	33
	15.07 - Health Care Cost Containment.....	33
	15.08 - Life Insurance.....	34
	15.09 – Medicare Buyback.....	34
	15.10 - Uniform Allowance.....	34
	15.11 - Equipment Mechanic Tools.....	34
SECTION 16.00	SAFETY	35
	16.01 - Intent.....	35
	16.02 - Safety Committee.....	35
	16.03 - VDT Operators.....	35
	16.04 - Safety Boots.....	36
SECTION 17.00	REDUCTION IN FORCE	36
	17.01 - Layoffs.....	36
	17.02 - Bumping.....	36
	17.03 - Notification.....	37
	17.04 - Reassignment.....	38
	17.05 - Reinstatement.....	38
	17.06 - Continuation of Insurance.....	38
	Benefits	
	17.07 - Retirement in Lieu of Layoff.....	38
	17.08 - Improper Layoff.....	38
	17.09 - Transition Training.....	38
SECTION 18.00	CONTRACTING OUT	39
SECTION 19.00	CAREER ADVANCEMENT	39
	19.01 - Career Ladders.....	39
	19.02 - Job Opening Announcements.....	40
	19.03 - Training.....	40
	19.04 - Cross Training.....	40
	19.05 - Certification of Eligibles for Promotional.....	40
	Examinations	

SECTION 20.00	TUITION REIMBURSEMENT	40
SECTION 21.00	REIMBURSEMENT FOR LICENSES AND CERTIFICATES	41
SECTION 22.00	MISCELLANEOUS PROVISIONS	41
	22.01 - Childcare Committee.....	41
	22.02 - Labor/Management Finance Committee	41
SECTION 23.00	GRIEVANCE PROCEDURE	42
	23.01 - Purpose	42
	23.02 - Definition.....	42
	23.03 - Limitations.....	42
	23.04 - Procedures	42
SECTION 24.00	DISCIPLINARY APPEALS PROCEDURE	44
	24.01 - Definition.....	44
	24.02 - Pre-Action Procedure	45
	24.03 - Post-Action Appeal	45
SECTION 25.00	WRITTEN REPRIMANDS	47
SECTION 26.00	AUTHORIZED AGENTS	47
SECTION 27.00	RENEGOTIATIONS	47
SECTION 28.00	SEVERABILITY	48
EXHIBIT A	SERVICE CLASSIFICATIONS	
EXHIBIT B	STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION POLICY	
EXHIBIT C	DISCRIMINATION/HARASSMENT POLICY AND COMPLAINT PROCEDURE	
EXHIBIT D	DIVISION STEWARDS	
EXHIBIT E	CLASSIFICATIONS REQUIRING SAFETY BOOTS	
EXHIBIT F	EXTENDED SICK LEAVE RESOLUTION	
EXHIBIT G	ELIGIBLE SERVICE VDT VISION BENEFIT CLASSIFICATIONS	
EXHIBIT H	AGREEMENT BETWEEN THE CITY OF SANTA CRUZ AND S.E.I.U., LOCAL 415, REGARDING THE EMPLOYMENT OF "REGULAR, LIMITED TERM" EMPLOYEES	

EXHIBIT I	AGREEMENT REGARDING 2% AT 55 RETIREMENT PLAN
EXHIBIT J	SALARY COMPENSATION PLAN
EXHIBIT K	9/80 SCHEDULE IMPLEMENTATION AGREEMENT
EXHIBIT L	4/10 SCHEDULE HOLIDAY USE AGREEMENT
EXHIBIT M	POLICE RECORDS TECHNICIAN 4/10 SCHEDULE AGREEMENT
EXHIBIT N	AGREEMENT REGARDING ASSISTANT TO LANDFILL OPERATIONS ASSIGNMENT
EXHIBIT O	LIBRARY SUNDAY SCHEDULE AGREEMENT

2004-2006
MEMORANDUM OF UNDERSTANDING
CITY OF SANTA CRUZ AND CITY OF
SANTA CRUZ SERVICE EMPLOYEES, S.E.I.U., LOCAL 415

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 415, (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 approval of the City Council and ratification by the Union membership, unless another implementation date is specifically set forth in the agreement and shall fully terminate on December 1, 2006.

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; to subcontract any work or operations; 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. Specifically, 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 Exhibit H), and part-time regular employees in classifications listed in 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 equal employment and discriminatory harassment as listed in Exhibits B and C, 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 SECURITY AND UNION RIGHTS

7.01 Agency Shop

Each employee in the bargaining unit shall contribute to the cost of administration of this Memorandum of Understanding by the Union and for the representation of workers in the bargaining unit by the Union. As a condition of continued employment, all employees shall pay either Union membership dues or an equivalent service fee. Such payments shall be made by payroll deduction only.

New employees shall authorize either Union membership dues or an equivalent service fee within thirty days from date of hire.

Any employee subject to this section who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall upon verification of active membership in such a religious body, satisfactory to the City and the Union, be permitted to make a charitable contribution equal to Union dues to a non-religious, non-labor charitable fund exempt from taxation under IRS Code 501(c)3. Such contribution shall be by regular payroll deduction only.

The City shall deduct Union membership dues and any other mutually agreed-upon payroll deductions from the monthly pay of employees.

The service fee shall be automatically deducted for those employees who fail to comply with the agency shop provision within the time limits prescribed. The City shall remit such amount to the Union in a timely manner, with the exception of charitable contributions which shall be remitted to the appropriate organization.

Employees filling positions designated as confidential 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 he/she represents the Union in matters within the scope of representation pursuant to Section 3507.5 of the Meyers-Milias-Brown Act. Confidential employees shall be exempt from the provisions of agency shop.

S.E.I.U., Local 415, agrees to indemnify, defend and hold the City, its employees, officials and representatives harmless from any claims, litigation or liability arising from the implementation of this section.

7.02 Memorandum of Understanding - Printing and Distribution

The City will print copies of this Memorandum of Understanding in booklet form within sixty days of ratification and make it available to the Union for distribution to its 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 seven (7) workday's 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 with the City representative prior to its adoption.

7.04 Bulletin Boards and Department Mail

The Union shall have reasonable access to bulletin boards and departmental mail for the purpose of Union communications. A copy of non-privileged material shall be provided to the Human Resources Department.

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 (from two to eight) 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 Director of Human Resources in advance of the meeting of the names of members who will be in attendance. Such Union members shall obtain permission through supervisory channels before leaving their work or work locations.

Ground rules for negotiating successor agreements shall specify the number of Union members allowed for the meet and confer sessions scheduled with the City Council's representatives.

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 on a quarterly basis. 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.

7.05.02 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.

7.05.03 Union Leave

Upon request of the Union's Executive 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 his/her 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.

7.06 **Access to City Facilities**

With 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. 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 **Membership List**

The City shall monthly supply the Union with an alphabetical list of the names, addresses and classifications of current and prospective Union members. The wishes of employees who file written notice with the Human Resources Department objecting to the release of address shall be accommodated. The Union agrees to notify all members of this provision and to indemnify the City against any suits arising from the implementation

of this provision. On a monthly basis, a list of newly retired Union members shall be sent to the Union.

7.08 Area Meetings

The City shall provide employees a maximum of one and one-half hours of release time annually to attend area Union general membership meetings. The one and one-half 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 twelve (12) 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.

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.
- 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.

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 his/her 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 Director of Human Resources 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 ninety (90) 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 Service and Parks Maintenance Trainees and Administrative Assistant I's 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 employee's 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 will be made to sufficiently evaluate the probationary employee during the assigned period. An extension of the probationary period may, however, be recommended by the appointing authority when good cause exists. Such extensions shall be for a specific period of time not to exceed three (3) months. The employee shall be informed in writing of the reasons for the period of the extension at least seven (7) calendar days prior to the scheduled end of the probationary period.

8.03 **Compensation Study**

Beginning June 2005, the City and the Union will meet to establish a joint committee to resolve all issues related to conducting a total compensation study. The committee will consist of no more than three employees and one Union representative, and up to four management representatives. Among the purposes of the committee will be: selection of a consultant, determination of the scope of the compensation study, identification of appropriate classifications to be surveyed, and

identification of the appropriate labor market from which applicants are recruited to be surveyed by the consultant. The cost of the study will be shared equally by the Union and the City. The Union recognizes that the City's current financial resources are extremely limited and therefore understands that there are no commitments by the City to implement any compensation study results. The primary purpose of this study is to provide information to both parties for use in the next scheduled meet and confer process.

SECTION 9.00 - **WORK ASSIGNMENTS**

9.01 **Work Shifts**

A standard work week for full-time employees is forty (40) hours per week with two (2) or more consecutive days off. The standard work week begins at 12:01 a.m. Saturday and ends the next Friday at 12:00 midnight. Alternative work weeks may be established by the City in consultation with the Union.

Employees shall be assigned regularly scheduled starting and quitting times. Affected employees and the Union will be notified as much in advance as possible, but at least five (5) working days in advance of changes in shift schedules and work weeks.

9.02 **Alternate Schedules/Flex Time**

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 flex-time, job sharing, 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. Requests for voluntary time off shall be made and granted according to APO #42 (July 1993). If requested, reasons for denial will be in writing.

9.03 **Sanitation Work Hours**

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

Robert Costanzo shall continue his seven-hour (7) schedule for the term of their assignment in the position.

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 his/her 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.

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, 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, then the affected employee shall be furnished with a written description of those operational needs. Seniority shall not be the basis for rotational lead assignments or working-out-of-class assignments.

9.06 Lunch Period

All full-time employees shall be entitled to an uninterrupted, unpaid lunch period of a minimum of thirty (30) minutes at or about the mid-point of their workday.

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 10 minutes, (or more, if approved by the supervisor), prior to their lunch periods and before the end of their workdays to clean up.

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 his/her regular work shift. Thereafter, an additional meal will be provided for every four-hour period. Location of meal sites shall be pursuant to administrative directive. The maximum emergency meal allowance will be \$12.00.

9.10 Light Duty Assignments

If an employee's medical condition temporarily precludes the performance of his/her normal duties and management determines modified work is available and necessary to be performed, he/she 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. No change in base pay will result unless the duties to be performed are substantially greater or lesser than those normally performed by the employee and the employee's current pay rate is not within the pay range for the temporarily assigned work. In no event shall an employee's current pay rate be reduced more than 10%. 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. Exceptions shall be employees assigned to route schedules who shall be assigned to work three (3) week rotational schedules.

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

SECTION 10.00 - **PAY RATES AND PRACTICES**

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 Director of Human Resources and City Manager.

Promoted employees shall be appointed to the first step in the salary range for the new classification. However, if such employee is already being paid at a rate equal to or higher than the first step of the higher range, 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 a Service or Supervisory position and at least 5% if promoted to a Management position.

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 Director of Human Resources.
- B. All new and promoted employees (except Service or Parks Maintenance Trainees and Administrative Assistant I's) shall be granted their first merit increase upon successful completion of the probationary period (see "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. Employees hired into the Service or Parks Maintenance Trainee classification shall be eligible for their first merit increase at the end of the first six (6) months of their twelve month probation. After successful completion of the full probation, the trainee shall be promoted to the Maintenance Worker class in keeping with Section 10.01.02 A. above.

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.

- D. Employees hired into the Administrative Assistant I classification shall be eligible for their first merit increase at the end of the first six (6) months of their twelve (12) month probation. After successful completion of the full probation, the employee shall be promoted to the same pay rate in the Administrative Assistant II salary range. The employee's next merit review date shall be six (6) months after their promotion to the Administrative Assistant II classification.

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.

- E. Merit increases shall normally be from one pay step to the next higher pay step. Increases of two steps may, however, be recommended by the department head when exceptional performance has been demonstrated by the employee. Such step increases must be approved by the City Manager.
- F. 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 not change and she/he shall be eligible for the next merit increase after one year on paid status from the original review date.
- G. An employee's scheduled merit review date shall be adjusted for any time spent by the employee on unpaid status.
- H. 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

- A. Effective December 4, 2004, the salary range for each classification in the unit shall be increased by 1%.
- B. Effective the second full pay period in June 2005, each employee shall receive a one time payment equal to 1% of the employee's annual base salary, based upon the employee's regular schedule (for example, an employee working 40 hours per week, earning \$4,000 per month, will receive \$480).
- C. Parties to re-open the contract on wages and medical only by November 15, 2005.
- D. The City will maintain the IRS 414(h)(2) provision allowing the employee to defer State and Federal income taxes on their PERS contributions.
- E. The City's contract with PERS provides for the 2% at 55 retirement option. Employee payment for this benefit will be pursuant to the attached separate agreement (Exhibit I).
- F. City PERS rate to be reduced by .3%, utilizing 20-year fresh start, effective the first pay-period in fiscal year 2006.

10.03 Longevity

Upon completion of ten (10) years of continuous regular service and with a satisfactory performance rating on the most recent evaluation, employees shall receive a 2-1/2% longevity pay increase. Upon completion of fifteen (15) years of continuous regular service and with a satisfactory performance rating on the most recent evaluation, 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.

10.04 Working Out of Classification

The term "working out of classification" is defined as a management-authorized, full-time assignment on a temporary basis of an employee in a lower classification to a budgeted higher classification. Assignments will only 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. A purpose of rotation is to promote career ladder development. Pay for "working out of classification" shall be as follows:

- A. Employees appointed to fill vacant positions will receive acting pay beginning the first day of the assignment.

- B. Employees appointed to a position for vacation, sick leave or leave of absence coverage will receive acting pay beginning on the first work day of appointment.
- C. Acting pay will be the next highest pay step in the classification to which the employee is assigned. Acting pay will not be less than a 2.5% increase when assigned to Service or Supervisory positions. Employees who work out of class in Management positions will receive acting pay of not less than a 5% increase.

10.05 Shift Differential

Any employee who is required and authorized by management to work a regularly scheduled shift at least four hours or more of which fall between the hours of 6:00p.m. and 6:00a.m. shall be paid a shift differential of \$.85 per hour for each hour worked within the shift differential period of 6:00p.m. and 6:00a.m.

Shift differential shall not apply to:

- A. Paid leave hours, including vacation, sick leave, holidays and other paid leaves, provided in Section 14.00.
- B. Work which is scheduled during shift premium hours on the basis of convenience to the employee including alternately scheduled hours as provided in Section 9.00.
- C. Hours worked during the shift differential period due to a temporary change in work schedule.
- D. Hours that are worked between 6:00p.m. and 6:00a.m. as a result of call-back, duty assignment, or overtime.

10.06 Lone Operator Differential

10.06.01 Water Plant Lone Operator

Plant Operator II'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.
- 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 six hours without any other qualified Plant Operators present.

If the above conditions are met, then the shift differential will be paid for all hours actually performing the duties as the "stand-alone" Plant Operator.

10.06.02 Wastewater Plant Lone Operator

Plant Operator II's 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 II Wastewater Plant Operator Certification.
- 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 shall be 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 shall be 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. Regular rate shall be defined in the FLSA.

An employee with accrued compensatory time off shall be permitted to use such time within a reasonable period after making the request unless such time off will unduly disrupt the operations of the department. Compensatory time off shall not be allowed to accumulate beyond eighty (80) hours at any given time. Employees may receive payment or carry over compensatory hours accrued at the conclusion of the fiscal year.

10.08 **Callback**

- A. 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 to perform necessary work.
- B. 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.
- C. Hours worked shall include reasonable travel time to work. Return travel time shall not be included within time worked.
- D. If an employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous callback minimum.

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 two weeks 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.

B. Weekends

Duty personnel shall receive two (2) hours of their base hourly salary for a twenty-four hour assignment.

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 him/her 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 \$.30 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 \$90 per month while so acting.

10.12 Overpayments

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. The Union and those employees who receive overpayments acknowledge that repayment must be made to the City by payroll deduction. The City will notify employees prior to the implementation of such deductions.

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.)

11.01 Fixed Holidays

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

(Eight (8) Hour Holidays)

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

(Four (4) Hour Holidays)

Second half of the workshift Christmas Eve
(if Christmas is on a Tuesday - Saturday)
Second half of the workshift 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 be granted twenty-four hours of floating holiday on July 1 of each year. When an employee terminates, the employee shall pay the City for that portion of the floating holiday hours used that exceeds the portion of the year the employee worked.

New employees shall be granted floating holidays on a six (6) month pro-rated basis (i.e., if hired in July-December, given twenty-four (24) hours; hired January given twelve hours (12)). However, no floating holidays may be used until the employee has completed three (3) months of paid service.

Floating holidays may only be taken with prior approval. Employees must use all floating holidays within the fiscal year earned. There will be no payment for unused floating holidays.

Effective July 1, 2005, the floating holiday bank of full-time employees will be increased by 4 hours, on a one-time basis (a pro rata increase will be given to part time employees). These floating holiday hours must be used in accordance with this section.

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 article is to provide extra compensation to employees who are directed to work on any of the fixed holidays as listed in Section 11.01. Compensation shall depend on the scheduling of such holidays as follows:

- A. Employees normally required to work on a fixed holiday, based on regular shift or rotating schedule, shall be compensated at their regular rate of pay for all hours actually worked on the holiday.

In addition, the employee shall receive his/her holiday pay or equivalent holiday time off at a later day, at the option of the employee.

- B. Employees not normally required to work on a holiday, but who are directed to do so due to an operational need, shall be compensated at the overtime rate for all hours actually worked on the holiday. In addition, the employee shall receive his/her regular holiday pay.

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**

Any fixed holiday hours not taken prior to the end of the fiscal year shall be paid off at the employee's current straight time rate or, with the approval of the department head, may be credited to the employee's vacation balance.

11.07 **Eligibility**

To qualify for holiday pay, an employee must be on paid status on his/her last scheduled workday before the holiday and his/her first scheduled workday after the holiday.

SECTION 12.00 - **VACATION**

12.01 **Accrual**

Vacation accrual will be on a monthly 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. Annual vacation accrual shall be based on continuous regular service, as follows:

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

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 specific amount, is received from the Director of Human Resources. Employees will receive at least thirty (30) days notice prior to exceeding their maximum accrual rate.

12.05 Sellback of Vacation

Subject to IRS regulations, during the month of November of each year, employees with at least five (5) years of service may sellback up to forty (40) hours of vacation time provided a balance of at least forty (40) hours of vacation is maintained after the vacation sellback.

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 personal illness, injury, or medical appointments, or the other medical necessity of others as specified below.

13.02 Accrual

Full-time employees shall accrue sick leave at the rate of eight (8) hours per month.

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.)

When accrued sick leave must be used, an employee will notify his/her immediate supervisor of the cause 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.

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

Employees shall be eligible for the sick leave advance program as specified in the Personnel Rules and Regulations (Exhibit F).

13.03 Limitations

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 an annual basis, employees who have accumulated more than 400 hours of sick leave will be asked to choose among the following options:

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

Employees who have an excess of 400 hours of unbanked sick leave at the time of separation from the City will be paid-off for this excess hours at the rate of 33% of the employee's current rate of pay.

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 calendar year of their accrued sick leave for the purpose of personal business which shall not include recreational activities. No personal business leave will be allowed that reduces the employee's sick leave balance below a minimum of eight hours.

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 or father-in-law, grandchild of the employee or spouse, son-in-law, daughter-in-law, grandparent-in-law, Principal Domestic Partner, or other close relation residing in the employee's household.

An additional forty (40) hours of leave, 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 his/her capacity as a City employee, 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 his/her 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 his/her 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 year of paid leave for any reserve training or active duty scheduled during the employee's regular work hours. The employee must give his/her 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 months. The employee will be entitled to receive this pay upon submission of proof of active duty, in accordance with the applicable City procedures.

14.01.07 Workers' Compensation

An employee who is entitled to continued temporary disability payments may use accumulated sick leave or vacation to supplement such payments to an amount equal to his/her 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. Upon the signing of this M.O.U., work-related injuries or illnesses shall be an ongoing agenda item for Citywide Safety Committee. Proactive, preventative 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 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. An employee may use this leave once during the term of this Memorandum of Understanding. This leave will be considered a part of the time allotted to family leave as authorized in Section 14.02.03. It is also understood that personal business leave and family sick leave may not be used in conjunction with birth/adoptive 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. Approval 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. 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. 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 Maternity Leave

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

Requests for maternity 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 begin and end dates for the leave. Any requests for extension of maternity 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 use any accrued sick leave and vacation either before or after an approved maternity leave, within the use limitations of those leave provisions. No combination of maternity leave, family leave, sick leave or vacation may exceed one year total or seven (7) months post-partum.

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

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

14.02.03 Family Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks (continuous or cumulative), per twelve-month calendar year period 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 (leave for this reason must be taken within the twelve-month period following the child's birth or placement with the employee); or
- B. In order to care for an immediate family member (spouse, domestic partner, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

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-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) 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 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).
- 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.
- F. Any request for additional leave may be made pursuant to Section 14.02.01. Requests for leave time using multiple time off provisions may not exceed the total amount allowed pursuant to Section 14.02.01.

- G. 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.

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 (Effective January 1, 2005)**

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 22825 of the Public Employees Medical and Hospital Care Act (PEMCHA). Effective January 1, 2005 the City's contribution will be \$48.40 per month.

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 (or Flexible Spending Credit) is as follows:

Employee Only:	\$266.82
Employee & One Dependent:	\$582.04
Employee + Family:	\$771.17

Employees shall pay any difference between the monthly premium and Flexible Spending Credit on a pre-tax basis, unless the employee elects to pay the difference on a post-tax basis.

A.01 **2005 City Cafeteria Plan Contributions**

For the calendar year 2005 only, the City will pay the following monthly contribution*:

	<u>PERS Choice & PERS Care</u>	<u>Blue Shield HMO</u>	<u>Kaiser</u>
Employee Only:	\$321.34	\$341.56	\$306.29
Employee & One Dependent:	\$691.08	\$731.52	\$660.98
Employee + Family:	\$912.92	\$965.50	\$873.79

The Union and the City acknowledge that the City's ability to pay the increased medical premiums for the 2005 calendar year is due to the City's capability to participate in the one-time VLF gap loan funding program and the application of any savings resulting from employee participation in the year-end closure. Beginning January 1, 2006, City contributions will be in accordance with Section A above, unless otherwise modified prior to that date.

*Note: The monthly contribution is based on the CalPERS regional pricing for the Bay Area/Sacramento area. In the event an active employee relocates to another regional area, or a newly hired employee resides in another regional area, it is the City's intent to provide a contribution based on the appropriate CalPERS regional pricing.

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:

1. Accident Protection Insurance
2. Additional Life Insurance
3. Long Term Care Insurance

C. Medical Waiver

Employees may elect to waive City medical coverage and receive a cash benefit. In order to waive City medical coverage, the employee must provide proof to the City of other current medical coverage. Full-time employees who waive medical coverage are eligible to receive \$100.00 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.

E. Principal Domestic Partners

The City will provide medical benefits to employees with Principal Domestic Partners. Employees with Principal Domestic Partners eligible for medical coverage from CalPERS may enroll in a medical plan subject to the eligibility established by CalPERS:

- Same-sex domestic partners between persons who are both at least 18 years of age
- Opposite sex domestic partners when both persons are over the age of 62
- Domestic partnerships must be registered with the California Secretary of State

Employees with Principal Domestic Partners in the CalPERS Health Plan shall receive the maximum monthly contribution toward the medical plan as stated in Section 15.01 (A).

Current active employees with Principal Domestic Partners not eligible for enrollment in a CalPERS medical plan and who are currently enrolled in the S.E.I.U. Trust Plan shall receive the following maximum monthly contribution toward the medical plan:

Employee + Domestic Partner:	\$630.44
Employee + Family:	\$819.57

E.01 2005 City Contributions to CalPERS Principal Domestic Partners Participants

During calendar year 2005 only, premium increases will be paid 50% by the employee and 50% by the City. Beginning January 1, 2006, City contributions will be in accordance with Section E above, unless otherwise modified prior to that date.

F. Indemnity Plan Participants

Indemnity plan participants as of January 1, 1997 were given a "one time" option to purchase the S.E.I.U. Trust Plan. These "grandfathered" participants may continue coverage with the S.E.I.U Trust Plan with the following maximum monthly City contribution:

Employee Only:	\$350.38
Employee + One Dependent:	\$659.08
Employee + Family:	\$878.64

F.01 2005 City Contributions to Indemnity Plan

During calendar year 2005 only, premium increases will be paid 50% by the employee and 50% by the City. Beginning January 1, 2006, City contributions will be in accordance with Section F above, unless otherwise modified prior to that date.

15.02 Dental Insurance

- A. The City shall provide a dental plan for employees and their eligible dependents with a maximum benefit of \$1,700 per covered individual per calendar year.
- B. The maximum monthly premiums contribution by the City is as follows:

Employee Only:	\$ 38.10
Employee + Family:	\$109.72

15.03 Vision

The City shall provide a vision plan for employees and their eligible dependents.

- A. Coverage will include an annual eye examination. Contacts, lenses or frames will be covered every two years.
- B. Employees in those classifications shown on Exhibit G shall be eligible to receive lenses on an annual basis.
- C. The maximum monthly premiums contribution by the City is as follows:

Employee Only:	\$10.64
Employee + Family:	\$18.74

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.

15.05 Part-Time Employees

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, 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.

15.06 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 22825 of the Public Employees Medical and Hospital Care Act (PEMCHA).

Effective January 1, 2005 the City's contribution will be \$48.40 per month.

B. Retiree Medical Incentive

Employees currently on the City's retiree medical plan and future covered employees who receive a regular service retirement from CalPERS and have 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 \$89.00 per month. This incentive will continue as long as the employee continues CalPERS medical coverage and until such time as the retiree is eligible for Medicare (currently, age 65) or other Federal or State health programs, solely on account of age.

15.07 Health Care Cost Containment

The Health Care Cost Containment Committee, one-third of which is Service employee representatives, will continue to study cost containment measures. The Health Care Cost Containment Committee will continue to meet on an ongoing basis to monitor the effectiveness of recommended cost containment measures and to develop related promotional wellness programs.

The Committee shall meet regularly as determined by the needs of the Committee.

The Human Resources Department shall serve as staff to the Committee.

Regular Committee members shall receive release time to attend Committee meetings. In advance of attending meetings, members shall obtain permission through supervisory channels.

15.08 Life Insurance

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

15.09 Medicare Buyback

The City agrees to allow employees hired prior to 1986 to engage in an election for Medicare buy-back. This election will be held in the 2005 calendar year. Employees electing to buy back this benefit must pay all costs of the buy-back and pay any and all ongoing future cost increase to the City through a payroll deduction.

15.10 Uniform Allowance

The City shall provide required uniforms at its own expense. Newly appointed, full time non-sworn Police Department employees, Park Rangers Parks Division employees, and Parking Control Deputies, required to wear uniforms, will receive three pairs of work pants/skirts, five work shirts, one light-weight jacket and one winter jacket. Regular, part-time employees will receive a pro-rated uniform allotment. Street workers required to wear uniforms will be issued five (5) pairs of work pants.

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

Routine care and maintenance and affixing fabric patches shall be the employee's responsibility.

15.11 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 him/her 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 \$350 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.

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, he/she 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.

16.02 Safety Committee

One third of the Citywide safety committee shall be from the Service employees' unit. The issue of membership will be reviewed by the committee prior to the next contract negotiations. 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 VDT Operators

1. To prevent problems of muscle stiffness, VDT operators will stand, stretch and shift to a different task for a 15-minute period after one hour of continuous work at the terminal.
2. All video display terminals will be equipped with anti-glare, electrostatic filters.

3. The Safety Committee and Microcomputer User Group will keep current on results of VDT/CRT safety tests and make appropriate recommendations.

16.04 **Safety Boots**

The City shall provide safety boots/shoes for the classifications shown on 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 pursuant to the annual limits as designated in Exhibit E. If feasible, the City will offer a choice of different styles of boots/shoes.

SECTION 17.00 - **REDUCTION IN FORCE**

17.01 **Layoffs**

1. The City reserves the right to reduce its workforce by laying off employees for reasons of economy or changes in departmental operations. With the exception of the Library, the City agrees that no worker will be displaced from City employment through fiscal year 2005.

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 however, 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. Casual, on-call
2. Temporary
3. Casual - less than 1/2 time
4. Probationary
5. Regular

17.02 **Bumping**

Bumping is defined as the movement of an employee to be laid off from his/her 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 his/her 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 his/her 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 his/her 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 his/her 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

Such training shall be provided at no cost to the City.

SECTION 18.00 - CONTRACTING OUT

Before submission of a recommendation to contract out any function traditionally performed by service employees which would result in a reduction of the work force, 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 impact of proposed layoffs prior to the implementation of said layoffs.

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.

This section shall not be construed so as to delay the City's decisions in contracting out. Determinations pursuant to this section shall be made in the sole discretion of the City without any form of appeal.

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 posted on department bulletin boards for a minimum of five (5) days prior to the final filing date or concurrent with any outside advertising.

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. One (1) S.E.I.U. member employee shall be appointed by the Union to serve on the City's training task force.

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 Director of Human Resources shall certify the top five (5) eligibles, in alphabetical order, 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 Director of Human Resources 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 Director of Human Resources.

SECTION 20.00 - TUITION REIMBURSEMENT

The City shall reimburse each employee up to \$500 per fiscal year for tuition, books and 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 be an academic or vocational course taken for credit from an accredited college, university or adult education department, and such course 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 - 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 shall receive \$75 per month provided they possess and maintain said required license in the performance of their job duties.

SECTION 22.00 - MISCELLANEOUS PROVISIONS

22.01 Childcare Committee

The City of Santa Cruz Childcare Committee shall continue to assess the childcare needs of City employees, and the potential of childcare facilities; gather and disseminate information on existing childcare/day care opportunities; sponsor workshops that address childcare issues and also encourage formation of parental networks and support systems within the City employee population.

The Union shall appoint three (3) members to serve on this committee. Committee members shall serve on release time.

22.02 Labor-Management Finance Committee

Upon execution of this agreement, the parties will establish a joint committee to study the factors that influence and impact the City's budget. The purpose of this committee will be to provide an opportunity for the committee members to understand the City budget and public agency financing and to be a resource for bargaining unit members. The committee will consist of three employees and one Union representative, and up to four management representatives.

SECTION 23.00 - GRIEVANCE PROCEDURE

23.01 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.

23.02 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. Such allegation may be made by an individual employee or by a group of employees, or by the Union.

23.03 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.

23.04 Procedures

Step I:

The grievant will first attempt to resolve the grievance through informal discussions with his/her 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 his/her representative may within ten (10) workdays after the informal meeting, submit a written grievance to his/her 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, shall be presented at the time of the department head conference.

The department head shall hold a conference with the grievant within ten (10) workdays following receipt of the formal grievance. He/she shall prepare a written response within five (5) 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 five (5) workdays following receipt of the department head's response, appeal to the City Manager or his/her 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 his/her representative shall set a hearing within ten (10) workdays of receiving the appeal. The grievant, his/her 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 his/her 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 he/she 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 five (5) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike two (2) names from such list with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

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

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

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

SECTION 24.00 - DISCIPLINARY APPEALS PROCEDURE

24.01 Definition

For the purposes of this article, disciplinary action shall mean suspension, demotion, disciplinary reduction in salary or discharge.

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

24.02 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. 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 Director of Human Resources 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 his/her procedural rights and final action will be taken.

Step II:

Following a review of a 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 employee has the right, within five (5) workdays after receiving the decision, to file a request for appeal with the City Manager. The appeal shall be a written statement, signed by the appellant, explaining the matter appealed from, stating the action desired by the appellant, with his/her reasons therefore, and stating that the pre-action procedures have been exhausted.

If within the five-day appeal period, the employee involved does not file such appeal, unless good cause for the failure is shown, the department head's decision shall be final and shall take effect as prescribed.

24.03 Post-Action Appeal

Step III:

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

The hearing officer may conduct such independent investigation of the matter as he/she deems 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 his/her 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 five (5) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike two (2) names from such list with the last remaining name to be the person serving as arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

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

The arbitrator is requested to expedite the decision as the parties normally expect a decision to be issued 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 25.00 - WRITTEN REPRIMANDS

A written reprimand may be issued by an employee's supervisor if an employee has violated a City rule, provision of the M.O.U., or if his/her 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 his/her personnel file. An employee may appeal the supervisor's decision to issue a written reprimand to his/her department head by filing an appeal to the department head within five (5)

working days of receipt of the reprimand. The department head's decision regarding the written reprimand shall be final.

SECTION 26.00 - AUTHORIZED AGENTS

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

- A. City's principal authorized agent shall be Director of Human Resources, or his/her 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 Field Representative of the Local 415 or his/her duly authorized representative (address 517 Mission Street, #B, Santa Cruz, CA 95060).

SECTION 27.00 - RENEGOTIATIONS

If the Union desires to negotiate a successor M.O.U., then the Union shall serve upon the City, by September 1 of the final year of the M.O.U., its written request to begin negotiations as well as its written proposals modifying the M.O.U.

Negotiations shall begin within thirty (30) days from the date of receipt by the City of such notice and proposals, or October 1, whichever is later.

SECTION 28.00 - 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.

Date: _____

Date: _____

CITY OF SANTA CRUZ
SERVICE EMPLOYEES,
S.E.I.U., LOCAL 415

CITY OF SANTA CRUZ

service 2004 MOU