

SEIU Local 721
City of Santa Ana

Full-Time Employees

Memorandum of Understanding

**July 1, 2015,
through
June 30, 2017**



JULY 1, 2015-JUNE 30, 2017

**MEMORANDUM
OF
UNDERSTANDING**

CITY OF SANTA ANA

AND

SANTA ANA CITY EMPLOYEES, CHAPTER 1939/

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF SANTA ANA AND
SANTA ANA CITY EMPLOYEES, CHAPTER 1939/
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721
FOR FISCAL YEARS 2015-16 THROUGH 2016-17**

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ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Santa Ana (hereinafter called the "City") has recognized the Santa Ana City Employees Association, Chapter 1939/Service Employees International Union Local 721 (hereinafter called the "Union") as the recognized representative of the bargaining unit which includes all full-time personnel employed by the City of Santa Ana in classifications listed in Exhibit B of this MOU.
- 1.2 During the term of this MOU, no substantive issue of representation shall be raised contrary to this MOU except as provided in Resolution No. 81-75, the Employer-Employee Relations Resolution of the City of Santa Ana.

ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and the Union agree that they shall not discriminate against any employee because of race, color, sex, age, national origin or alienage, sexual orientation, political or religious opinions or affiliations, or union membership, and that all jobs are open to males and females. The City and the Union shall reopen any provision of this MOU for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with State or Federal anti-discrimination laws.
- 2.2 Whenever reference is made to the masculine gender, it shall be understood to include the feminine gender, unless expressly stated otherwise.

ARTICLE III

3.0 ATTENDANCE, WORKDAY & WORKWEEK

- 3.1 Attendance. Employees covered by this MOU shall be in attendance at their work during hours prescribed by the Department Head or his/her designee(s) and shall not absent themselves without approval of the Department Head or his/her designee(s).
- 3.2 Hours of Work. Eight (8) hours of work shall constitute a normal day and forty (40) hours of work shall constitute a minimum workweek, except for employees for whom special regulations have been approved by the City Manager as follows:
- A. 4/10 Work Schedule for Community Preservation Inspectors, Police Department Employees, and Selected Fleet Services Employees. The Department Head, with the approval of the City Manager, may assign these employees to a workweek consisting of four (4) ten (10) hour days with an additional one-half (1/2) or one (1) hour for unpaid lunch as negotiated with the Union. The assigned employee shall work four (4) ten (10) hour days and shall have three (3) consecutive days off in a workweek. Upon mutual agreement between the supervisor and employee, the employee may waive his or her right to three (3) consecutive days off in a workweek. The regular workweek shall consist of forty (40) hours. A regular day off shall consist of ten (10) hours.
 - B. 3/11.5, 1/5.5 Work Schedule For Detention Records Employees. The Department Head, with the approval of the City Manager, may assign these employees to a workweek consisting of three (3) eleven and one-half (11.5) hour days and one (1) five and one-half (5.5) hour day, with an additional forty-five (45) minutes for unpaid lunch as negotiated with the Union. The assigned employee shall have three and one-half (3.5) consecutive days off in a workweek. Upon mutual agreement between the supervisor and employee, the employee may waive his or her right to three and one-half (3.5) consecutive days off in a workweek. The regular workweek shall consist of forty (40) hours. A regular day off shall consist of either eleven and one-half (11.5) hours or five and one-half (5.5) hours.
 - C. 9/80 Work Schedule. The work schedule described below is known as the 9/80. The 9/80 work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below will govern.

Employees shall be permitted to work a 9/80 work schedule when authorized by the Department Head and approved by the City Manager. A departmental work unit will not be permitted to work this schedule if in the discretion of the Department Head and City Manager, the 9/80 work schedule may reduce service to the public.

1. 9/80 Work Schedule Defined. The 9/80 work schedule shall be defined as working eighty hours over nine days in a two-week period. An employee shall work eight days for nine hours per day and one day for eight hours, excluding a one-hour lunch during each work shift, totaling forty (40) working hours in each FLSA work week.
 - a. The Work Week Period. The forty (40) hour FLSA work week period shall be defined as the work period starting from Friday at mid-shift to Friday at mid-shift. No employee working the 9/80 work schedule will be able to flex their Friday start time nor the time they take their lunch break, which will occur in the middle of the day on Fridays.
 - b. The 9/80 Work Period. The 9/80 two-week work period for employees starts Friday mid-shift and continues for fourteen (14) days until Friday mid-shift. During this period, each week is made up of four nine-hour work days (thirty-six hours) and one four-hour Friday and those hours equal forty work hours in each work week (e.g., the Friday is split into four hours for the first shift, which is charged to work week one and four hours for the second shift, which is charged to work week two).
 - c. Employees cannot change schedules without prior approval of their supervisor and Department Head. The purpose of this authorization is to review the impact on staffing and overtime. Employees may change schedules at the beginning of any work period with supervisor and Department Head approval.
 - d. Modifications of the FLSA work week period are not permitted unless authorized by the Executive Director of Personnel Services and the City Manager.
 - e. Emergencies. All employees on the 9/80 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions that, in the opinion of the City Manager, Department Head or designee, may require such service from any of said employees.
2. Overtime Defined. All FLSA nonexempt employees working under the 9/80 work schedule will earn overtime for all hours worked after the first forty (40) hours in an FLSA work week as required under FLSA. Employees are required to obtain supervisor authorization before working any overtime.

- a. Overtime Compensation: As stated in Section 6.4 of this MOU.
 - b. Compensatory Time: As stated in Section 6.4 of this MOU.
3. Leave Benefits. When an employee is off on a scheduled workday under the 9/80 work schedule, then nine (9) hours of eligible leave per workday shall be charged against the employee's leave balance or eight (8) hours shall be charged if the day off is a Friday. All leaves shall continue under the current accrual, eligibility, request and approval requirements.
- a. Vacation Leave: As stated in Article IX of this MOU.
 - b. Sick Leave: As stated in Article X of this MOU.
 - c. Bereavement Leave: As stated in Article X of this MOU.
 - d. Holidays: As stated in Article VIII of this MOU.
 - i. For a recognized City holiday, eight hours, as stated in Article VIII, are earned for each holiday. For the charging of hours on a scheduled holiday, the employee must use eight (8) hours of holiday time off and one (1) hour from the employee's vacation leave or compensatory time banks for a nine (9) hour workday charge or eight (8) hours holiday time off for a Friday.
 - ii. If a holiday falls on an employee's Friday off, the employee must then take their holiday off before or after the regular holiday as their holiday off with supervisor and Department Head approval. If the employee cannot take their holiday off before or after the regular scheduled holiday off the employee will bank eight hours of holiday leave to be used at a later date with the supervisor's approval.
 - e. Jury Duty Leave. The provisions of the MOU shall continue to apply; however, if an employee is called to serve on jury duty during a normal Friday off, Saturday, or Sunday, or on a City holiday, then the jury duty shall be considered the same as having occurred during the employee's day off work; therefore, the employee will receive no added compensation.

- D. It is the intent of the parties that no additional paid time off shall be gained or lost as a result of the implementation of either the 4/10, the 3/11.5 plus 1/5.5, or the

9/80 work schedules. The City reserves the right to abandon either the 4/10, the 3/11.5 plus 1/5.5, or the 9/80 work schedules for these employees if, in the opinion of the concerned Department Head and the City Manager, either the 4/10, the 3/11.5 plus 1/5.5, or the 9/80 work schedules has not produced the desired results. If this right is exercised, however, the City and SEIU shall meet and confer in good faith prior to abandoning any of these work schedules.

- E. Any employee having been authorized to work the 9/80 work schedule who subsequently encounters a personal hardship with his/her work hours may request an accommodation from his/her Department Head. A "hardship request" will be limited to an employee's authorized hours of work. An accommodation will be considered only after the employee has exhausted all other personal options to resolve the hardship.

If the employee is unable to resolve his/her problem, the employee may request an accommodation from their Department Head by submitting a hardship claim. The Department Head may authorize an accommodation after reviewing said claim or assign a manager to investigate and recommend a resolution of the hardship claim. The recommendation of the manager will be limited to the following:

1. Approve an appropriate flex schedule that does not disrupt the department ability to deliver its services or create disruption in the work unit.
2. Disapprove the employee's proposed solution to resolve the hardship.
3. Reassign the employee to a 5/40 work schedule.

The Department Head may accept any one of the manager's recommendations or advance his own to resolve the hardship.

- F. The Water Production staff will work an eight (8) hour day shift covering Monday through Friday. Employees will be required to take a 30 minute unpaid lunch break during the shift.

ARTICLE IV

4.0 SALARIES

4.1 Basic Compensation Plan. There is hereby established a basic compensation plan for all full-time personnel who are now employed or will in the future be employed in any of the designated classifications of employment represented by the Union as listed in this MOU and its attachments.

4.2 Salary Schedule. The basic salary schedule, attached hereto in a matrix format as Exhibit "A," and made a part hereof as though set forth in full herein, provides numerous salary rate ranges, each comprised of seven (7) steps or rates of pay.

The respective rate ranges are identified by a three digit number. The steps within each range are identified by the letters "AAA" through "E" inclusive, with Step "AAA" being the lowest step in the range. The purpose of each step and the length of service required for advancement to the next higher step within a particular salary rate range are set forth in Exhibit "A."

The assignment of classifications to salary rate ranges is listed in Exhibit B, which is attached and made a part hereof as though set forth herein.

4.3 Salaries.

A. The base salaries of employees covered by this MOU shall be adjusted as follows:

Effective July 1, 2015, the base salaries of employees covered by this MOU shall be increased by five (5) salary rate ranges (approximately 2.5%).

Effective July 1, 2016, the base salaries of employees covered by this MOU shall be increased by five (5) salary rate ranges (approximately 2.5%).

B. During the term of this MOU, should any other full-time employee bargaining unit of the City receive any base salary rate increase (not associated with a class & compensation study) that exceeds those set forth in Subsection "A" above, all employees covered by this MOU shall receive the same base salary increase or equivalent retroactive to the date such increase went into effect for the other bargaining unit.

4.4 Application of Basic Compensation Plan. The salary rate ranges contained in Section 4.2 and Exhibit "B" are monthly salary rate ranges. All employees working in classifications of employment covered by this MOU shall be compensated at a monthly rate, except that an employee hired for temporary work in a position which has an anticipated duration of less than six (6) months shall be paid at a rate per hour for actual time spent in the performance of the duties of his or her employment. The regular rate of pay shall be

computed as provided for by the Fair Labor Standards Act (FLSA).

Any hourly rate of pay, defined as the regular hourly rate of pay, shall be computed by dividing the monthly salary rate by 173.33. In determining the hourly rate as herein provided, computation shall be made to the nearest whole cent and a computation resulting in an even one-half cent shall fix the rate at the next higher whole cent.

- 4.5 Probation. The probationary period shall be one (1) year from the date of appointment from an open eligible list (new hire) or a reappointment eligible list (rehire) or a promotional eligible list.
- 4.6 Beginning Rates. A new employee shall be paid the rate shown as Step "AAA" in the salary rate range allocated to the classification of employment for which he or she has been hired. In special instances where such new employee possesses unique and exceptional educational training and/or experience qualifications, the Department Head, under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on Step "AA," "A," "B," "C," or "D" within the allocated salary rate range, provided that such employee shall be assigned such salary step upon the commencement of his or her service in the classification of employment to which the salary rate range applies and such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article.
- 4.7 Service. The word "service" as used in this MOU shall be deemed to mean continuous, full-time service in the classification in which the employee is being considered for salary advancement, service in a higher classification or service in a classification allocated to the same salary rate range and having generally similar duties and requirements. Employees hired after the first (1st) working day of the month shall not be credited with "time in service" for that month when determining the length of service required for salary step advancement. A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation, quit, or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purposes of this MOU, and such employee reentering the service of the City shall be considered as a new employee, except when he or she is being or will be reappointed within one (1) year and placed in the same salary step in the appropriate salary rate as he or she was at the time of termination of employment. "Resignation, quit, or discharge" for purposes of this section shall mean separating from full-time City employment altogether, not leaving one position to accept appointment to another position in an unrelated classification outside the career ladder.
- 4.8 Advancement Within Ranges.
- A. Length of Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee shall be advanced from Step "AAA" to Step "AA," Step "AA" to Step "A," from Step "A" to Step "B," from Step "B" to Step "C," or from Step "C" to Step "D," whichever is the next higher

step to that on which the employee has been previously paid, effective the first day of the month following the date of completion of the length of service required for such advancement as provided in Section 4.2 and Exhibit A hereof.

- B. Merit Advances. An employee shall be considered for advancement from Step "D" to Step "E" upon the completion of the required length of service as provided in Section 4.2 and Exhibit A hereof; the effective date of such merit increase, if granted, shall be on the first (1st) day of the month following the completion of such required length of service. Advancement to Step "E" may be granted only for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his or her position. Such merit advancement shall require the following:
1. There shall be on file in the office of the Executive Director of Personnel Services a copy of each periodic performance appraisal report required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to his or her last salary advancement.
 2. The Department Head, at least twenty (20) calendar days prior to the anticipated completion of such employee's required length of service, shall file with the City Manager a statement recommending the granting or denial of the merit increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified by the Department Head as to such recommendations and of the reasons therefore.
 3. No advancement in salary above Step "D" shall become effective until approved by the City Manager, except when placement on a salary step above Step "D" results from promotion under the provisions of Section 10 of this Article.
 4. Notwithstanding the foregoing provisions of this subsection to the contrary, a merit step advance shall be automatically granted ninety (90) days after the due date if no performance appraisal is completed. The effective date of such merit step advance shall be retroactive to the first (1st) day of the month following the completion of the required length of service.
- C. Length of Service Required When Advancement Denied. When an employee has not been approved for advancement to merit Step "E," he or she may be reconsidered for such advancement after the completion of three (3) months of additional service and shall be reconsidered for such advancement after the completion of six (6) months of additional service. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subparagraph B (2) and (3) of this section.

- 4.9 Reduction in Salary Steps. Any employee who is being paid at merit Step “E” may be reduced to Step “D” of the appropriate salary range, upon the recommendation of the Department Head, and the approval of the City Manager. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 4.8 above, and such employee may be considered for readvancement under the same provisions as contained in Subsection C of Section 4.8 above.
- 4.10 Promotional Salary Advancement. When an employee is promoted to a position in a higher classification from a position in a lower classification in the same occupational career ladder, he or she shall be reassigned to Step “AAA” in the appropriate salary rate range for the higher classification; provided, however, that if the base salary step currently being paid such employee is already equal to or higher than said Step “AAA,” he or she will be placed in the lowest step in the appropriate salary rate range as will grant that employee a minimum increase of one (1) salary step (approximately 5%) over his or her current base salary step, inclusive of lead pay, and exclusive of any other assignment or special pay additive or additives such as bilingual pay, shift differential, special skill pay or the like, except when placement at “E” step will not be sufficient to provide a one (1) salary step (approximately 5%) increase.
- 4.11 Demotion. When an employee is demoted to a position in a lower classification, his or her salary rate shall be fixed in the appropriate salary rate range for the lower classification in accordance with the following provisions:
- A. The salary rate shall be reduced by at least one (1) salary step (approximately 5%).
 - B. The new salary rate must be within the appropriate salary rate range.
 - C. The new salary rate shall not be higher than the salary step to which the employee would have been entitled had his or her service time in the higher classification been spent in the lower classification.
 - D. If the salary rate recommended by the Department Head is lower than the maximum step permissible under Subsection C above, such recommendation shall be considered a reduction in pay in addition to the demotion and shall be handled in accordance with the provisions for salary reductions in Section 4.9 above.
- 4.12 Reallocation of Salary Rate Ranges. Any employee who is employed in a classification which is reallocated to a different salary rate range from that previously assigned shall be retained in the same salary step in the new salary rate range as he or she had previously held in the prior rate range and shall retain credit for length of service in such step towards advancement to the next higher step.
- 4.13 Request for Classification Review. Any employee who, for a period exceeding one (1) year, believes he or she is regularly and consistently performing duties and/or

responsibilities not in conformance with their classification concept or, duties and/or responsibilities of another classification, may request a classification review of their position through their supervisor to the Department Head. The employee must submit their request on a form specified by the Executive Director of Personnel Services, outlining in writing how they believe their current duties and/or responsibilities differ from their classification concept.

A. The Department Head will review the employee's submitted request and within sixty (60) days will make one of the following determinations:

1. Will support the employee's request.

a. If the Department Head supports the employee's request for a classification review, he or she will forward the request to the Executive Director of Personnel Services along with justification for support of the employee's request.

b. The Department Head will notify the employee that his or her request has been submitted to the Executive Director of Personnel Services.

2. Will not support the employee's request.

a. If the Department Head does not support the employee's request for a classification review, he or she will notify the employee of this decision in writing and set forth the basis for the decision.

b. If the Department Head does not support the employee's request, but agrees that some of the duties and/or responsibilities being performed by the employee are those of a higher level City classification, he or she can do the following:

i. Return the employee to performance of the duties and/or responsibilities of their proper classification.

ii. Eliminate the higher duties and/or responsibilities being performed by the employee, for which the City has agreed are those for which it will provide higher compensation.

B. Any employee request for classification review approved by the Department Head will be forwarded to the Executive Director of Personnel Services. The Executive Director of Personnel Services will confirm receipt of the request in writing to the employee. Within sixty (60) days of receipt of the request, the Executive Director of Personnel Services will notify the employee and Department Head of the decision as to whether a study will be conducted. If the Executive Director of Personnel Services determines that a study is appropriate, the Executive Director

of Personnel Services will so notify the employee and the Department Head in writing and will provide the employee and Department Head with an approximate start date for the study.

- C. All determinations of the Department Head and the Executive Director of Personnel Services are final.
- D. All studies and study findings will require City Manager approval before proceeding.
- E. All recommendations resulting from study findings require the approval of the City Council and will be implemented in accordance to the City's Civil Service rules.

- 4.14 Class and Compensation Study. The City will conduct a class and compensation study using benchmark classifications in the bargaining unit. The parties will form a Joint Labor Management Team to develop the RFP, serve on the RFP Committee to select the consultant/contractor, meet to oversee/address the details/issues of the study and review the final study. The parties intend that the study will be completed by January 2017. The parties will then meet and confer over the implementation of the study findings. The study will include a review of job families and career ladders. Additionally, in the event that the parties agree that any job class should be reduced in salary, the effected incumbents will have their salaries frozen [Y-Rating].

ARTICLE V

5.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES

5.1 Assignment Pay Differential.

Assignment pay differentials, as listed herein and throughout the MOU, will, in each case, be added individually and separately to the employee's base salary. In no event shall one assignment pay differential be added to the employee's base salary as a basis for the calculation of an additional pay differential.

- A. Incumbents in the classifications of Senior Office Assistant, Secretary, Executive Secretary, or Planning Commission Secretary who are assigned by a Department Head, with the prior approval of the City Manager, to a position requiring the ability to take dictation at a rate of 70 words per minute or better on a regular basis or as an essential or integral element of the work of the position, will be paid a monthly differential of sixty dollars (\$60) above his or her base monthly salary step for each full month of such assignment.
- B. An incumbent in the classification of Senior Office Assistant who is continuously and regularly assigned to operate and who actually operates, a two-way radio communications base station, will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- C. Incumbents in the classifications of Fleet Equipment Technician I, II and III who possess nationally recognized certifications for Automotive Service Excellence Master Certification (ASE) and ASE Alternative Fuel, will be paid an assignment pay differential at a rate set five (5) salary rate ranges (approximately 2.5%) for said certification, above their then current base monthly salary step. The restrictions set forth in Section 5.7 do not apply to this provision.
- D. Personnel in the classifications of Fleet Equipment Technician I, II, III, and Fleet Equipment Supervisor, who maintain a valid State of California Commercial Driver's License and are assigned to an area that requires the possession of either a Class "A" or Class "B" license in the course and scope of their work shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above their then current base monthly salary step.
- E. An employee that is required by a Department Head or their designee to perform the duties of a Notary Public for the City, in addition to regular duties, shall be paid a monthly differential of forty dollars (\$40) above his or her then current base monthly salary step.

- 5.2 Lead Pay. An incumbent who is regularly and continuously assigned to lead a functional unit which includes two (2) or more positions in the same or lower classifications as the incumbent may be compensated for said duties upon mutual agreement of the City and

SEIU and approval of the Department Head and the Executive Director of Personnel Services. This compensation shall be referred to as "lead pay."

In addition, incumbents in the following classifications who are regularly and continuously assigned to perform lead supervisory responsibilities will receive lead pay compensation at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step: Buyer, Customer Service Representative, Equipment Operator-Motor Sweeper, Information Services Representative, Librarian, Library Services Assistant, Parking Meter Technician II, Senior Systems Administrator, Graphics Designer II, Senior Accounting Assistant, Housing Specialist II, Senior Librarian, Workforce Specialist II, and Workforce Specialist III. An incumbent in the classification of Custodian who is regularly and continuously assigned to perform lead supervisory responsibilities will receive lead pay compensation at a rate set fifteen (15) salary rate ranges (approximately 7.5%) above his or her then current base monthly salary step. Any employees who have continuously received lead pay for leading the same functional group for five years shall have their lead pay assignment made permanent.

5.3 Bilingual Pay. An employee who is assigned by a Department Head or their designee to a position requiring bilingual capability in both English and any other languages designated by the Orange County Registrar of Voters as necessary for official voting information and or Federal Voting Rights Act and sign language, will be paid a monthly assignment pay differential in accordance with the criteria and amounts set forth below:

- A. Certification by the Executive Director of Personnel Services as having satisfactorily demonstrated conversational fluency in both languages for any position requiring bilingual capacity.
- B. Positions where it has been determined by the Department Head that bilingual proficiency is essential to carry out duties and responsibilities of a critical and/or emergency nature without ready access to backup assistance, or positions where bilingual public contact is a major, essential or integral element of the work being performed, will be designated as Primary Bilingual Assignments. A qualified incumbent of such position will be paid a monthly differential of one hundred seventy-five dollars (\$175) above his or her base monthly salary step for each full month of such assignment.
- C. Positions where it has been determined by a Department Head that regular and frequent bilingual usage is necessary to the performance of duties, but not a major, essential or integral element of the work, will be designated as Secondary Bilingual Assignments. A qualified incumbent of such position will be paid a monthly differential of forty dollars (\$40) above his or her base monthly salary step for each full month of such assignment.
- D. The number of such Primary and/or Secondary Bilingual Assignments shall be no larger than the requirements of the department as determined by the Department Head and the City Manager.

- E. There shall be periodic recertification of such bilingual capability.
- F. In no event shall an employee be eligible to earn more than one (1) bilingual pay differential.

5.4 Shift Differential.

- A. Generally. An employee in a classification represented by the Union who is continuously and regularly assigned to a schedule of work which requires that he or she actually work a minimum of four and one-half (4 1/2) hours between the hours of 5:00 p.m. and 7:00 a.m., will be paid a shift differential for his or her entire work shift at a rate set ten (10) salary rate ranges (approximately 5%) higher than his or her then current base monthly salary step; except, however, such shift pay differential shall not be applicable to employees in the classification of Park Ranger and Supervising Park Ranger.
- B. Library Employees. Employees hired and assigned to the Library prior to December 1, 1987, who work evening shifts until closing time, but who are not otherwise eligible for shift differential as provided under Subsection A above, shall receive, as special shift pay, an amount equal to one-half (1/2) of one hour's pay for each day they work an evening shift until closing time. Said special shift pay shall be computed on the hourly equivalent of the base monthly salary step. Such half-hour's pay shall not be counted toward the computation of overtime. Such special library shift pay differential shall not be applicable to library employees hired on or after December 1, 1987.
- C. Early Morning Street Crews. A Street Maintenance employee who is assigned to traffic painting or downtown cleanup crews who is continuously and regularly assigned to a schedule of work which requires that he or she actually work at least fifty percent (50%) of his or her normal daily work shift between the hours of 1:00 a.m. and 7:00 a.m., will be paid a shift differential for his or her entire work shift at a rate set ten (10) salary rate ranges (approximately 5%) higher than his or her then current base monthly salary step.
- D. Standby Pay. Employees who are released from active duty but who are required by their department to leave notice where they can be reached and be available to return to active duty when required by the department at any time other than their regularly scheduled working hours, shall be said to be on standby duty. Effective no later than the first (1st) day of the second (2nd) payroll period following Council approval, such employees shall receive four hundred fifty dollars (\$450) per week when assigned to be on standby duty.

Water Production, Water Maintenance, Public Works Maintenance, Building Maintenance, and Information Services Division staff shall be required to serve on standby duty and receive standby pay as defined above. The City's preference

will be to accomplish the above through volunteers; however, qualified employees may be directed to be on standby if the number of volunteers is insufficient.

In addition to Standby Pay, if an employee is able to handle the incident by phone or other electronic means without reporting to duty, he shall be entitled to overtime pay at the rate of 15 minutes or actual time spent per incident whichever is greater, paid at time and one-half (T 1/2) per incident.

Additional Standby Pay programs may be implemented with the approval of the Department Head and City Manager.

5.5 Temporary Upgrade Assignment Pay. In order to provide an equitable method of compensating employees who are assigned temporarily to a vacant, full-time, budgeted, higher-level position the following shall apply:

A. General Guidelines.

1. Temporary Upgrade Assignments shall be limited to the temporary filling of vacant, full-time, budgeted positions due to the termination, promotion or authorized long-term absence of the incumbent. A temporarily vacant position need not be a position without an incumbent.
2. Each such assignment may be terminated at any time, but in no event shall such assignment continue beyond one hundred eighty (180) days of such assignment.
3. Prior to recommending to the City Manager that a pay differential for a Temporary Upgrade Assignment be granted, the Department Head shall make the following determinations:
 - a. The duties and responsibilities of the position to be filled are of such nature that they cannot remain unassigned pending the return to duty of the absent incumbent or preparation of an eligible list whichever is applicable.
 - b. It is not practical to assign the duties of the vacant position to any other employee or employees in the same or higher classification.
4. The City Manager or his designee must give written approval of all Temporary Upgrade Assignments involving an increase in pay for the appointee.

B. Eligibility.

1. With the exception of those described in paragraph 3 below, regular, full-time employees shall receive Temporary Upgrade Assignment Pay if the following criteria are met:
 - a. The work assumed encompasses the majority of the typical duties and responsibilities of the vacated position.
 - b. To qualify for temporary upgrade assignment pay, employees must serve in an acting capacity in the higher level classification as follows:
 - ten (10) consecutive working days of eight (8) hours each; or
 - eight (8) consecutive working days of ten (10) hours each, for employees working on an alternative work schedule; or
 - any combination of consecutive working days consisting of nine (9) hours each and one (1) working day consisting of eight (8) hours, for a total of 80 hours of work for employees working the “9/80” work schedule; or
 - two (2) consecutive work weeks, consisting of three (3) 11.5 hour days and one (1) 5.5 hour day for a total of 80 hours of work for employees working on an alternative work schedule.
 - c. In computing qualifying service rendered, only full days of actual duty shall be included, and partial days shall not be combined to make full days unless they are normally granted holiday hours. Normally granted holidays will be included in computing actual duty days.
 - d. Employees must requalify for an upgrade (Temporary Assignment) if the employee has not worked in this specific upgrade assignment for a period of 18 consecutive months. The employee shall only be considered to work in a higher classification if such work is duly and specifically authorized by the employee’s Department Head.
2. Whenever practicable, the appointing authority shall rotate Temporary Upgrade Assignments among all qualified employees.
3. Employees in the following categories shall not be assigned to Temporary Upgrade work unless specifically authorized by the City Manager:

- a. Non-permanent employees (Probationary, Part-time, Seasonal, etc.).
- b. Employees performing work above their regular classification in a training capacity.

C. Payment.

1. On the eleventh (11th) consecutive working day an employee has been serving in a Temporary Upgrade Assignment, and for each additional consecutive working day the employee so serves, he or she shall receive the beginning rate (Step "AAA") assigned to the higher classification or the lowest rate in that range which is at least ten (10) salary rate ranges (approximately 5%) higher than the current base salary rate he or she normally receives, (inclusive of lead pay and exclusive of any other assignment or special pay additive or additives) whichever is greater, except when placement at "E" step will not be sufficient to provide the ten (10) salary rate range increase.

If an employee has worked ten (10) consecutive days during the term of this MOU in a higher classification, the employee shall thereafter receive upgrade pay for each day the employee is assigned to work in the higher classification during the term of this MOU.

2. Assignment or special pay additives, such as bilingual pay, shift differential, special skill pay, etc., paid to an employee prior to becoming eligible for Temporary Upgrade Assignment Pay, will not be considered in computing the amount of higher pay to which he or she is entitled in Subparagraph 5.5C above. If the special circumstances upon which said additive is based are also applicable to the Temporary Upgrade Assignment and the employee remains eligible for such pay while in the temporary upgrade position, this amount will be added to the new salary rate range.
3. Temporary Upgrade Assignments which entail moving an employee into a classification represented by an employee unit other than that which represents his or her permanent classification shall not include any change in fringe benefits for the affected employee.
4. While working in a Temporary Upgrade Assignment, an employee will continue to accrue, and have recorded, general, special or normal salary step increases in the employee's permanent position; however, such salary increases will be paid only to maintain the minimum five percent (5%) differential above the salary to which an employee is entitled in his or her permanent position.

- 5.6 All assignments of personnel to positions set forth in Sections 5.1 through 5.4 above shall be made or revoked at the discretion of the Department Head.
- 5.7 Limitation on Assignment Pay Differentials. Employees who were eligible for, assigned, and received assignment pay under section 5.1 of this article prior to June 30, 2013, shall continue to receive said pay under the current assignment formulas provided they continue to meet the qualifications described in the applicable assignment pay provisions of section 5.1 of this article. Employees hired after August 31, 2010 or hired before August 31, 2010, who did not receive assignment pay under section 5.1 of this article prior to June 30, 2013, shall not be eligible to receive it.
- 5.8 Career Development Incentives. Employees hired in a classification which requires an International Conference of Building Officials (ICBO), International Code Council (ICC), or other certificate as a prerequisite to hiring, either upon appointment or by the time of the employee's passage of probation ("regular appointment"), shall not be eligible for career incentive pay for that prerequisite certificate. However, they will be eligible for career incentive pay for any other certificates approved for their classification. In no event shall the application of this Career Development Incentive Program result in an individual being eligible to earn more than twenty-five (25) salary rate ranges (approximately 12.5%) above his or her current monthly base salary step.
- A. An incumbent in one of the classifications listed below will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step for each of the following: valid registration as a Registered Engineer by the State of California and valid registration as a Structural Engineer by the State of California (a total of twenty (20) salary rate ranges (approximately 10%) for possession of both). Additionally, said incumbents who possess a valid certificate issued by the ICBO (or similar nationally recognized certifying organization) in the areas of accessibility/usability (one specialty area), residential energy plan check, or non-residential energy plan check, shall be paid an incentive pay differential at a rate set above his or her then current base monthly salary step in accordance with the following schedule: One certificate from one specialty area: five (5) salary rate ranges (approximately 2.5%); an additional certificate from a second specialty area (total of two): ten (10) salary rate ranges (approximately 5%); an additional certificate from a third specialty area (total of three): fifteen (15) salary rate ranges (approximately 7.5%).
- o Assistant Engineer I
 - o Assistant Engineer II
 - o Assistant Engineer-Transportation (T)
 - o Senior Assistant Engineer
 - o Senior Civil Engineer
 - o Senior Engineer
 - o Senior Traffic Engineer
 - o Assistant Plan Check Engineer I
 - o Assistant Plan Check Engineer II

- o Associate Plan Check Engineer
- o Senior Plan Check Engineer
- o Senior Transportation Analyst

B. An incumbent who was employed as of August 16, 1991 in the classification of Plan Examiner (T), Assistant Plan Check Engineer I or II, Associate Plan Check Engineer, Senior Plan Check Engineer and who, as of December 31, 1987, had possessed a valid Plan Examiner Certificate issued by the ICBO shall continue to be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base salary step. However, effective January 1, 1988, said ten (10) range differential shall be reduced to five (5) salary rate ranges (approximately 2.5%) for any incumbent of said classifications who is issued his or her initial certificate on or after January 1, 1988.

C. An incumbent in one of the classifications listed below who possess a valid certificate issued by the ICBO (or similar nationally recognized certifying organization) in the areas of building inspection, combination inspection, electrical inspection, mechanical inspection, plumbing inspection, combination dwelling inspection, plan examining, accessibility/usability (one (1) specialty area), residential energy plan check, or non-residential energy plan check, shall be paid an incentive pay differential at a rate set above his or her then current base monthly salary step in accordance with the schedule listed below. Incumbents who possess a valid certificate issued by the ICBO in combination inspection may substitute this for building inspection or combination dwelling inspection; however, incumbents shall not receive incentive pay for more than two of these three certificates.

One certificate from one specialty area: five (5) salary rate ranges (approximately 2.5%); an additional certificate from a second specialty area (total of two): ten (10) salary rate ranges (approximately 5%); an additional certificate from a third specialty area (total of three): fifteen (15) salary rate ranges (approximately 7.5%); an additional certificate from a fourth specialty area (total of four): twenty (20) salary rate ranges (approximately 10%); and an additional certificate from the fifth specialty area (total of five): twenty-five (25) salary rate ranges (approximately 12.5%).

- | | |
|----------------------------------|--------------------------------|
| o Building Inspector | o Senior Building Inspector |
| o Electrical Inspector | o Senior Electrical Inspector |
| o Plumbing Inspector | o Senior Plumbing Inspector |
| o Combination Building Inspector | o Senior Combination |
| o Building Technician | Building Inspector |
| o Plan Examiner (T) | o Plan Examiner (T) Electrical |
| o Senior Plumbing and Mechanical | o Senior Electrical Systems |
| Systems Specialist | Specialist |

D. Incumbents in the classifications of:

- o Community Preservation Technician
- o Community Preservation Inspector
- o Senior Community Preservation Inspector
- o Community Preservation Inspector II (T)

who obtain or possess a valid certificate issued by the ICBO (International Conference of Building Officials), ICC (International Code Council), SCACEO (Southern California/Statewide Association of Code Enforcement Officers), CACEO (California Association of Code Enforcement Officers), or any similar nationally recognized certifying organization in any four (4) of the following Career Development Incentive areas shall receive incentive pay worth five salary rate ranges (approximately 2.5%) for each certificates, not to exceed five (5) certificates or a total of twenty-five salary rate ranges (approximately 12.5%). If an incumbent has obtained four (4) such certificates from the menu below, he or she than shall be eligible to earn an additional five (5) salary rate ranges (approximately 2.5%) pay additive upon completion of both the SCACEO/CACEO Intermediate and SCACEO/CACEO Advanced Certifications:

- o Building Inspection
- o Electrical Inspection
- o Mechanical Inspection
- o Plumbing Inspection
- o Combo Dwelling Inspector
- o Plans Examiner
- o Zoning Inspection
- o Property Maintenance and Housing
- o PC 832
- o Basic Module (SCACEO/CACEO)
- o Accessibility Inspector/Plans Examiner
- o Permit Technician
- o Coastal and Floodplain Construction Inspector
- o Disaster Response Inspector

If an incumbent has already completed both the SCACEO/CACEO Intermediate and the SCACEO/CACEO Advanced certifications, upon completion of any other four (4) certificates from the menu above, said employee shall be eligible to receive the additional five salary rate ranges (approximately 2.5% total) pay additive for the Intermediate/Advanced certifications.

In no event shall the expansion of current certificate pay opportunities result in an employee being eligible to earn more than twenty-five salary rate ranges (approximately 12.5%) in pay additives for Career Development Incentives above his or her then current base monthly salary step.

- E. An incumbent in one of the classifications listed below who possess a valid certificate issued by the ICBO (or similar nationally recognized certifying organization) in the areas of reinforced concrete, structural masonry, structural steel/welding, electrical inspection, plumbing inspection, plans examiner, or C27 landscape contractors license, shall be paid an incentive pay differential at a rate set above his or her then current base monthly salary step in accordance with the following schedule: One certificate from one specialty area: five (5) salary rate ranges (approximately 2.5%); an additional certificate from a second specialty area (total of two): ten (10) salary rate ranges (approximately 5%); an additional certificate from a third specialty area (total of three): fifteen (15) salary rate ranges (approximately 7.5%); an additional certificate from a fourth specialty area (total of four): twenty (20) salary rate ranges (approximately 10%); and an additional certificate from the fifth specialty area (total of five): twenty-five (25) salary rate ranges (approximately 12.5%).
- o Construction Inspector I
 - o Construction Inspector II
- F. An incumbent in the classification listed below who possess a valid certificate issued by the ICBO (or similar nationally recognized certifying organization) in the areas of plumbing inspection, electrical inspection, plans examiner, C27 landscape contractors license, turf grass management, or certified arborist (ISA), shall be paid an incentive pay differential at a rate set above his or her then current base monthly salary step in accordance with the following schedule: One certificate from one specialty area: five (5) salary rate ranges (approximately 2.5%); an additional certificate from a second specialty area (total of two): ten (10) salary rate ranges (approximately 5%); an additional certificate from a third specialty area (total of three): fifteen (15) salary rate ranges (approximately 7.5%); an additional certificate from a fourth specialty area (total of four): twenty (20) salary rate ranges (approximately 10%); and an additional certificate from the fifth specialty area (total of five): twenty-five (25) salary rate ranges (approximately 12.5%).
- o Contracts Administrator
- G. An incumbent in one of the classifications listed below who possess a valid certificate issued by the International Society of Arboriculture (ISA) as a certified arborist shall be paid at a rate of set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- o Projects Manager
 - o Tree Maintenance Supervisor
 - o Tree Trimmer
 - o Maintenance Worker II (assigned to the tree crew)
 - o Public Works Projects Specialist
 - o Landscape Development Associate

H. An incumbent in the classification listed below who possesses a valid certificate issued by the International Society of Arboriculture (ISA) as a certified Tree Worker shall be paid at a rate of set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

- o Maintenance Worker II (assigned to the tree crew)

5.9 Limitation on Career Development Incentive Pay.

A. With the exception of employee classification listed in subsection 5.9 (B), employees covered by this MOU and already receiving career development incentive pay under section 5.8 of this article prior to June 30, 2012 and who continue to meet the qualifications described in the applicable career development incentive pay provisions of section 5.8 of this article shall continue to receive said pay under the current career development incentive pay formulas. Employees who have not received career development pay prior to the June 30, 2012 shall not be eligible to receive it.

B. The employee classifications listed herein below covered by this MOU and already receiving career development incentive pay under section 5.8 of this article prior to June 30, 2013 and who continue to meet the qualifications described in the applicable career development incentive pay provisions of section 5.8 of this article shall continue to receive said pay under the current career development incentive pay formulas. Employees in the classifications listed herein below who have not received career development pay prior to the June 30, 2013 will not thereafter be eligible to receive it.

- Assistant Engineer I
- Assistant Engineer II
- Assistant Engineer-Transportation (T)
- Senior Assistant Engineer
- Senior Civil Engineer
- Senior Engineer
- Senior Traffic Engineer

Any employee hired after September 30, 2010 shall not be eligible to receive career development incentive pay under the career development incentive pay provisions of section 5.8 of this article.

ARTICLE VI

6.0 OVERTIME

- 6.1 General Policy for Overtime Work. When it shall be determined to be in the public interest for employees to perform overtime work, or in an emergency situation, the City Manager, the Department Head, or a duly authorized representative of the City Manager or the Department Head, may require an employee to perform overtime work.
- 6.2 Definition. Overtime work is defined as Authorized or required time worked in excess of 40 hours in the workweek schedule for a particular classification and organizational unit of an employee. A workweek is a fixed and regularly recurring period of 168 consecutive hours – 7 consecutive 24-hour periods – as designated by the appointing authority. An employee's work schedule within the workweek shall not be changed to avoid payment of overtime; provided, however, nothing shall abridge management's right to establish and change work schedules and assignments in accordance with the rights of management contained in Article XX.
- 6.3 Computation of Forty (40) Hour Workweek. In computing the forty (40) hour workweek, the following type of work hours shall be included in the computation: actual hours worked, jury/witness leave and bereavement leave. Any combination of these hours in excess of forty (40) hours per work week shall entitle the employee to overtime.

Work on an observed Holiday which would otherwise be a scheduled day off for the employee will be paid as overtime.

Any paid time off during the workweek such as vacation leave, sick leave, holiday leave, President's Leave and Union Business Leave, as well as all unpaid leave including furlough days shall not be counted towards the hours worked in a workweek for the computation of overtime unless the hours in excess of forty (40) hours in a workweek (including the above listed time) are worked by the employee at the requirement of management. For example, an employee working a Monday through Friday work schedule who takes 9 hours of vacation leave on Monday and works his normal 31 hours Tuesday through Friday, would not earn overtime for 2 hours he volunteered to work extra on Saturday. However, if that same employee had been required by management to work the 2 hours on Saturday as opposed to volunteering, the 2 hours would be compensated as overtime.

- 6.4 Compensation for Overtime.
- A. The preferable method by which overtime shall be compensated is by monetary payment, at one and one-half (1 1/2) times the employee's regular rate of pay, subject to the provisions of Subsection "C" below.
 - B. Should the Department Head determine that the best interests of the City will be served thereby, he or his designee may permit an employee to be compensated for

overtime work by taking paid compensatory time off at the rate of one and one-half (1 1/2) times the employee's regular base rate of pay.

- C. Employees shall have the option with Department Head approval to convert a maximum of eighty (80) hours of time and one-half (T 1/2) paid overtime (in compensation for 53 1/3 overtime hours worked) to time and one-half (T 1/2) compensatory time off benefits. Such compensatory time off shall be taken at the discretion of the employee when requested at least 72 hours in advance, subject to the operational needs and staffing requirements of the department. If the Department Head or his or her designee subsequently denies the requested compensatory time off the employee and department will mutually agree on a future date within one year when the employee can use the paid compensatory time off. If the requested compensatory time off is not used within that one year, such compensatory overtime will be paid off in cash.
- D. Time off with pay to compensate for overtime worked may be accumulated to a maximum of eighty (80) hours.
- E. Because each hour of overtime worked is programmatically accrued on a time and one-half (T 1/2) basis, compensatory time off will be taken, and monetary payment will be paid, on a straight-time basis. Also, upon termination, any earned, unused compensatory time off ("time-on-the-books") will be paid on a straight-time basis.
- F. Time off with pay to compensate for overtime worked may be taken in increments as small as a half (1/2) hour.
- G. If compensatory time off is used in excess of that available, such excess compensatory time off will, first, be deducted from any available vacation benefits; finally, deducted from the next scheduled wage or salary payment.
- H. Time off with pay as compensation for overtime may not be granted or taken in advance of the overtime work for which the time off compensates. Before compensatory time off with pay may be taken, as herein provided, the overtime worked must have been recorded on official payroll records at or about the time the overtime work was performed. In the absence of such recording, no compensatory time off with pay will be permitted.
- I. Upon an employee's appointment to a position in which overtime may not be earned or upon an employee's separation from employment with the City by resignation, retirement, layoff or otherwise, he or she shall forthwith be compensated for any overtime accumulated to the time immediately preceding such promotion or separation.

6.5 No Effect on Other Benefits. Overtime work shall not apply to the earning of employee benefits (retirement, holidays, vacation accrual, sick leave accrual and employee

insurance benefits), toward the completion of probationary period, or to progression within salary rate range.

- 6.6 Overtime Work to be Minimized. To the extent that he or she is reasonably able to do so, the Department Head or his or her designee shall arrange work programs to minimize overtime work. Necessary overtime work shall be apportioned among employees of like classification and assignment.
- 6.7 Call-Back Duty. Any employee covered by this MOU who is recalled to active duty from off-duty, shall be entitled to overtime pay at the rate of one and one-half (1 1/2) times the normal hourly pay rate for such employee for time actually worked after reporting to the place of duty, or three (3) hours pay at the normal rate of pay, whichever is greater.
- 6.8 Declaration of State of Emergency. Upon the occurrence of fire, flood, earthquake, strike, riot or other catastrophe or emergency which directly affects City operations or the welfare of the City's citizens, the City Manager may declare a state of emergency to exist. Upon the declaration of a state of emergency, the City Manager may require any or all regular full-time employees of the City to work overtime or off-shift as he or she shall determine to protect life and property within the City.
- 6.9 Applicability of Fair Labor Standards Act. The parties agree that if the applicability of the Fair Labor Standards Act to local governmental entities is eliminated by either legislative or judicial action, they shall meet and confer regarding any proposed changes to this MOU; however, no such changes shall be made except on mutual agreement.
- 6.10 Court Appearance. Compensation for court appearance by employees covered by this MOU shall be as follows:
- A. For each required court appearance made by an employee during his or her off-duty time in regard to City business, said employee shall be paid overtime for the period of time from their arrival at court until they are released from court or the court session closes for that day. However, in no case shall an employee receive less than two (2) hours overtime for a court appearance. If separate court appearances are made both in the morning and afternoon of a particular day, a minimum of two (2) hours overtime will be allowed for each session attended. If the employee is not released from a morning session and must remain available for afternoon court, the employee shall be paid overtime for all hours the court is in session that day.
- The employee must provide a copy of the subpoena requiring his or her attendance to initiate payroll procedures.
- B. A subpoenaed employee scheduled to appear in court on City business during off-duty time may be placed on standby status by the Department Head or his or her authorized representative if the employee can respond to the court, if called,

within 60 minutes of the employee's notification. In the event such off-duty employee is on standby status during any court session and is not required to appear in court, such employee shall be compensated two (2) hours on a straight time basis, for each said court session. Such employee may elect, in lieu of paid time, two (2) hours of compensatory time off for standby time and not appearing in court, with the approval of the Department Head. If such off-duty employee on standby actually appears in court, he or she shall be compensated as provided in Subsection A.

ARTICLE VII

7.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM

7.1 Purpose.

- A. To encourage the employees of the City of Santa Ana to take college courses and special training courses which will better enable them to perform their present duties and prepare them for increased responsibilities.
- B. To provide financial assistance to eligible employees for education and training.
- C. To establish eligibility requirements, conditions and procedures whereby such assistance may be provided.

7.2 Eligibility.

- A. Applications for tuition reimbursement will be considered only from full-time, permanent City employees who have completed probation.
- B. Employees receiving financial assistance from other sources such as the G.I. Bill, scholarships, etc. shall be eligible for reimbursement, subject to Section 7.3 C, in an amount not to exceed the difference between the cost of tuition and the amount of the other financial assistance received.
- C. Applications will be approved only for courses directly related to the employee's job or directly related to a promotional position in the employee's occupational specialty.
- D. Courses not ostensibly related to the employee's job, but which are required to qualify for a degree that is directly related to his or her job, may be reimbursable only after all required occupationally related courses have been completed.
- E. Prior to receiving tuition reimbursement, employees must submit documentary proof of having received a grade of not less than "C" for the course. If objective ratings are not rendered for a specific course, then a certificate of successful completion must be submitted.
- F. Approval will be limited to courses given by accredited colleges and universities, city colleges or adult education courses under the sponsorship of a Board of Education. Workshops, seminars, conferences and similar activities not identifiable as a formal course of instruction within the curriculum of a recognized educational institution, do not fall within the purview of this program but may be authorized and funded by the interested department without coordination with the Personnel Services Department.

- G. When an employee is required by his or her Department Head to attend a particular course or seminar, the expense shall be borne entirely by the department.

7.3 Reimbursement.

- A. Reimbursement will be based on the cost of tuition, required enrollment/registration fees, related miscellaneous fees (health, parking, student union fees, equipment, etc.), all required texts/eBooks, and related materials for each course. Additional expenses, such as meals and lodging are not reimbursable.
- B. Costs for required texts are eligible for one hundred percent (100%) reimbursement subject to the following conditions:
 - 1. That a duplicate of the required text(s) was unavailable for loan from the departmental libraries prior to the commencement of course work;
 - 2. That any textbook(s) purchased by the City shall be submitted to the employee's respective departmental library in order that such text(s) may be made available to all employees.
- C. Upon City Council approval, the maximum tuition reimbursement is two thousand five hundred dollars (\$2,500) per fiscal year, which the employee may claim either as costs are incurred during the year or as one lump sum.
- D. Employees shall be limited, for purposes of tuition reimbursement, to a maximum of two (2) collegiate level courses of not more than a total number of units which is equivalent to six (6) "semester" units per semester. One (1) "quarter" unit shall equal two-thirds (2/3) of one (1) "semester" unit.

7.4 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete, in duplicate, an Application for Training and Educational Assistance Form and submit it to his or her Department Head prior to the commencement of class(es) or the payment of fees for registration/tuition.
- B. The Department Head will recommend approval or disapproval based on established criteria and budgetary constraints and then forward the application to the Executive Director of Personnel Services.
- C. The Executive Director of Personnel Services or his or her designee will approve or disapprove the application for the City Manager. One copy will be returned to

the employee and the duplicate will be retained by the Personnel Services Department. It is advisable that the applicant accomplish the procedure so far described in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy prior to the inception of the course or disbursement of personal funds.

- D. The employee will submit his or her copy of the approved application to the Personnel Services Department within three (3) months after he or she has completed the course and received his or her final grade. Such employee must include official verification of his or her final grade with appropriate receipts for tuition and textbook costs. These will be returned to the employee upon request. Applications not submitted to the Personnel Services Department within three (3) months following completion of the course become void.
- E. Upon receipt of the application and required documentation, the Personnel Services Department will determine whether the completed course of instruction is compatible with the provisions of this Article and will compute the amount of reimbursement, authenticate the application and forward it to the employee's Department Head.
- F. The Department Head will then authorize the Finance & Management Services Department to reimburse the employee the approved amount out of the budget of the department concerned.

ARTICLE VIII

8.0 HOLIDAYS

8.1 Legal holidays observed by full-time permanent and probationary employees of the City of Santa Ana are as follows:

- o January 1 - New Year's Day.
- o Third (3rd) Monday in January - In observance of Martin Luther King, Jr.'s Birthday.
- o Third (3rd) Monday in February - In observance of President's Day.
- o Last Monday in May - In commemoration of Memorial Day.
- o July 4th - In observance of Independence Day.
- o First (1st) Monday in September - In observance of Labor Day.
- o November 11th - In observance of Veteran's Day.
- o Fourth (4th) Thursday in November - In observance of Thanksgiving Day.
- o The Friday immediately following Thanksgiving Day.
- o Last working day before Christmas Day, unless Christmas Day falls on Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof.
- o December 25th - In observance of Christmas Day.
- o One (1) Floating Holiday - Any workday selected by the employee with prior permission of the employee's supervisor.
- o Every day proclaimed by the Mayor of the City as a holiday for City employees.
- o Any holiday which falls on a Sunday will be observed on the following Monday.
- o Any holiday which falls on a Saturday will be observed on the Friday preceding the holiday.

8.2 Holidays - Shift Personnel and Employees on Alternate Work Schedules.

- A. Full-time employees whose regularly scheduled days off are other than Saturday and Sunday shall be entitled to receive twelve (12) working days off during the year in lieu of the holiday benefits specified in Section 8.1 above. However,

employees with alternative work schedules in the Community Preservation, Police Records, Correctional Records, Fleet Services Divisions, and employees on a 9/80 work schedule shall be credited with 96 hours of Holiday Time at the beginning of every calendar year in lieu of twelve (12) holidays in the year. If any employee working in the above referenced categories separates from employment prior to December 31 of any year and has exhausted 96 hours of holiday time, the value of hours not yet accrued but used shall be deducted from the final paycheck.

- B. Said substitute holidays may be scheduled by the Department Head or his or her designee, normally during the same month that the holiday is observed by other City employees. An employee entitled to time off in lieu of holidays shall receive that time off in proportion to his or her service at full pay in such capacity during the year.

8.3 Modified Holiday Schedule - Library Employees. Full-time employees assigned to the Library Department shall, during the term of this MOU, observe holidays on the dates specified in Section 8.1 above.

8.4 A newly appointed employee must actually work one (1) day preceding the day a holiday listed in Section 8.1 actually occurs in order to receive credit for such holiday during the month in which it occurs.

An employee separating from the service of the City must be in a paid status one (1) day preceding and one (1) day following the day a holiday listed in Section 8.1 actually occurs in order to receive compensation for the holiday.

A newly appointed employee must complete six (6) months of continuous full-time service in order to receive credit for the Floating Holiday listed in Section 1 above.

8.5 Holiday time may be taken in increments of one-half (1/2) hour.

8.6 Holiday benefits may not be carried over from one (1) calendar year to the next.

ARTICLE IX

9.0 VACATION

9.1 Purpose. It is the policy of the City to grant employees vacation leave in order to provide them with a break in their regular work schedule and this purpose will be used as a guide in the administration of the provisions of this Article.

9.2 Vacation.

A. Effective January 1, 2016, the regular and longevity vacation accruals of bargaining unit members shall be combined into one single vacation bank. The accrual rates will remain the same. However, after January 1, 2016 there will no longer be a reference to longevity vacation. Longevity vacation earned but not advanced in 2015 will be credited to the employee's vacation bank effective January 1, 2016. Thereafter, members shall accrue the combined vacation with pay on a monthly basis as set forth in the following table.

Completed Years	Annual Vacation Hours Accrued	Monthly Accrual Rate
1	80	6.67
2	80	6.67
3	120	10.00
4	120	10.00
5	120	10.00
6	124	10.33
7	128	10.67
8	132	11.00
9	136	11.33
10	140	11.67
11	144	12.00
12	148	12.33
13	152	12.67
14	156	13.00
15	160	13.33
16	168	14.00
17	176	14.67
18	184	15.33
19	192	16.00
20 or more	200	16.67

- B. An employee who has completed less than one year's service during the calendar year shall receive a proportionate fraction in accordance with the amount of service to his or her credit during the year; provided, however, no employee shall be entitled to, or receive payment for, any vacation until he or she has completed six (6) months of continuous service.
- C. On or after the first (1st) day of the month following completion of six (6) months of continuous full-time service, an employee may be allowed to take all or a proportionate fraction of his or her earned vacation, subject to scheduling approval of the employee's supervisor.
- D. Vacation time off may be taken in increments as small as one-half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one-half (1/2).
- E. Upon completion of two (2) years of continuous service, each employee must take at least five (5) consecutive working days of vacation off each year thereafter.
- F. Computation of Vacation.
 - 1. In computing vacation, each municipal holiday that occurs during the vacation, and that falls on a day which the employee would have worked had he or she not been on vacation, shall be deducted from the computation so that one (1) additional day of vacation shall be allowed to the employee unless departmental practice provides some other manner of compensating for municipal holidays. Should an employee be confined to a hospital for sickness or injury while on authorized vacation, each full day of such confinement, when confirmed by a physician's statement and approval of the Department Head, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave as available.
 - 2. No employee may carry over from one (1) calendar year to the next, more than the equivalent of two (2) regular vacation periods from the previous two (2) years, and vacation not taken beyond that amount is forfeited. A regular vacation period is defined as the maximum amount of vacation earned in a calendar year as provided in Subsection A above.
 - 3. The time at which an employee shall take his or her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and particular regard for the needs of the service.
 - 4. A period of earlier service does not apply toward vacation accumulation when an employee has had a break in continuous service, unless the break in service is concluded by reappointment, as provided in Section 9-114 of

the Civil Service Rules and Regulations, or by reemployment from layoff within one (1) year. Leave of absences without pay, as provided in Article X - Other Leaves of Absence, Section 10.1 E - Sick Leave – Extended; Article X – Other Leaves of Absence, Section 10.8 - Authorized Absence Without Pay - Long Term; and Article XXIII – Miscellaneous Provisions, Section 23.3 - Catastrophic Leave, do not constitute a break in continuous service as used in this section; however, the leave of absence period shall not be applied toward the accumulation of vacation. Absences due to military leave followed by reinstatement, as provided in Section 9-143 of the Civil Service Rules and Regulations, do not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of vacation.

G. Vacation Buy-Back.

1. Effective July 1, 2015 thru June 30, 2016, employees covered by this MOU shall be given an option once per fiscal year, to receive cash compensation computed on a straight time basis in lieu of up to a total of one-hundred (100) hours of their banked vacation leave benefits.
2. Effective July 1, 2016, employees covered by this MOU shall be given an option once per fiscal year, to receive cash compensation computed on a straight time basis in lieu of up to a total of eighty (80) hours of their banked vacation leave benefits.

9.3 Longevity Vacation.

- A. Longevity vacation accrual shall be operative only through December 31, 2015. Effective January 1, 2016, all employees covered by this MOU shall accrue vacation governed solely by Section 9.2
- B. All current and re-employed employees eligible to receive longevity vacation as of October 20, 2010 shall retain rights to both the existing longevity vacation accrual or cash out program operative only through December 31, 2015. Employees employed as of October 20, 2010 who were not yet eligible to received longevity vacation and any employee hired after October 20, 2010 will not obtain any rights to the longevity vacation accrual or cash-out program operative only through December 31, 2015. .
- C. Each permanent employee is granted additional work days of vacation leave with pay for each completed year of full-time, continuous city service as set forth in the following table. This additional vacation shall be designated as longevity vacation.

Completed Years	Additional Days	Hourly Equivalent
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		of Additional Days
6	$\frac{1}{2}$	4
7	1	8
8	1 $\frac{1}{2}$	12
9	2	16
10	2 $\frac{1}{2}$	20
11	3	24
12	3 $\frac{1}{2}$	28
13	4	32
14	4 $\frac{1}{2}$	36
15	5	40
16	6	48
17	7	56
18	8	64
19	9	72
20	10	80

- C. No employee becomes eligible for longevity vacation until completion of the sixth (6th) year of continuous service, and each employee continues to earn the maximum of ten (10) working days (80 hours) of longevity vacation for each completed year of service in excess of twenty (20) years.

9.4 Limitation on Vacation. With the exception of a retiring employee, no employee is granted, and no employee shall be allowed to take any vacation leave with pay in excess of fifty (50) working days or four hundred (400) hours in any one year.

9.5 Vacation Carry-Over.

- A. No employee may carry over from one (1) calendar year to the next, more than the maximum vacation carryover as set forth in the following table. Any vacation not used beyond the maximum carryover amount from year to year is forfeited, meaning that no pay shall be received for such unused vacation at any time. Notwithstanding the foregoing, for any affected employee who is in jeopardy of losing vacation because of department staffing needs, may with approval of the Department Head, Executive Director of Personnel Services and City Manager, receive a 30-day extension beyond the normal cutoff date so that such employee will not lose vacation time.

Completed Years	Max Carryover
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1	80
2	160
3	200
4	240
5	240
6	244
7	252
8	260
9	268
10	276
11	284
12	292
13	300
14	308
15	316
16	328
17	344
18	360
19	376
20	392
21 or more	400

Excess Usage. If vacation time off is used in excess of that available, such excess vacation time off will, first, be deducted from any available compensatory time off accrual; finally, deducted from the next scheduled salary payment.

- 9.7 Effect of Extended Sick Leave on Vacation Accrual. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service time for vacation accrual purposes.

ARTICLE X

10.0 OTHER LEAVES OF ABSENCE

10.1 Sick Leave.

- A. Definition. California's Healthy Workplaces/Healthy Families Act of 2014 (AB1522) also known as California's Paid Sick Leave Law, requires the City to provide paid sick leave to eligible employees upon oral or written request, within the parameters of the law, for the following purposes:
- Diagnosis, care, or treatment of an existing health condition of, or preventative care for an employee or an employee's qualified family member;
 - Specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- B. Accrual. Each employee shall be entitled to, and shall earn an eight (8) hour working day of sick leave for each full calendar month of service in which he or she is employed by the City with full pay; provided, however, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave as aforesaid.
- C. Authorized Only When Necessary. Use of sick leave by City employees shall be authorized as follows:
1. Sick leave is not a right which an employee may use at his or her discretion, but shall be allowed only in cases of necessity and actual sickness or disability, as authorized in Subsection A above and J below.
 2. When an accepted industrial illness or injury has caused an employee's absence, for which benefits are required under the State Workers' Compensation Insurance and Safety Act, paid sick leave will be processed during the first three (3) consecutive days of the statutory waiting period. If the employee does not have sufficient accumulated sick leave at the commencement of such industrial illness or injury, they will be advanced sick leave for this purpose. Subsequently, the City will deduct an equal amount previously advanced from any sick leave accrued by the employee until the total amount is recovered. If the employee terminates before recovery of all advanced sick leave, the City will deduct the unrecovered cost of sick leave from such terminated employee's final paycheck, to the extent possible. If the employee remains off work longer than fourteen (14) days due to the same workers' compensation related illness or injury,

the employee will have the three (3) sick days used re-credited back to his or her account. The City pays the employee workers' compensation benefits for such illness or injury starting on the fourth (4th) day.

,The City may authorize employees to use sick leave, vacation, or compensatory time for approved workers' compensation medical appointments as specified herein. The City may authorize use of such leave for City approved medical appointments whenever such appointments cannot be secured outside the employee's regular workday, and salary continuation or workers' compensation benefits are not available.

- D. Limit. Sick accrual will be capped at sixteen hundred (1,600) hours or two hundred (200), eight (8) hour working days. Sick leave usage shall be charged in minimum increments of a half (1/2) hour. Fractional usage under a half (1/2) hour shall be rounded up to the next higher multiple of a half (1/2) hour.
- E. Extended. The City Manager may grant medical leave of up to six (6) months without pay to an employee who has exhausted all of his or her accrued sick leave if a licensed physician indicates that the employee will be sufficiently recovered to return to his or her employment within a six (6) month period. Prior to the expiration of the additional time, the employee may return to his or her position provided that the employee has a medical certificate from a licensed physician stating that the employee is able to return to work and perform all the duties of his or her position without work restrictions. In addition to the above, the City Manager may grant an additional extension not to exceed a total of one (1) year without pay.
- F. Extension by Use of Accrued Compensatory Time Off and/or Vacation. After an employee's sick leave has been exhausted, he or she may be granted permission to first use any unused compensatory time off benefits and then any unused and available vacation leave.
- G. Notice. An employee taking sick leave shall notify his or her immediate supervisor either prior to or within four (4) hours after the time he or she is scheduled to report for duty, or as otherwise established by his or her department. When the absence is for more than three (3) consecutive working days, upon return to work the employee must present to his or her Department Head a physician's certificate providing a medical opinion that the employee could not report to work because of such illness or injury, and advising that the employee is sufficiently recovered to safely return to work. Such certificate shall be forwarded to the Executive Director of Personnel Services.

Upon written request by a Department Head or his designee to an employee, a physician's certificate or other satisfactory written evidence of actual illness or injury may be required after any future absence of any duration less than three (3)

days. Such written notice shall be approved by the Department Head or designee and the stated reason therefore.

- H. Denial. No employee shall be entitled to sick leave with pay while absent from duty because of sickness or injury purposely self-inflicted or caused by willful misconduct; or because of sickness or injury sustained while engaged in employment, other than employment by the City, for monetary gain or other compensation; or due to other reasons resulting from engaging in any business or activity for the purpose of personal monetary gain or other compensation.
- I. Excess Usage. If sick leave is used in excess of that due and available, such excess sick leave will first be deducted from any available compensatory time off benefit, then from any available vacation leave benefit, and finally from the next scheduled salary payment.
- J. Necessity Leave. Each employee shall be afforded the opportunity to use up to 48 hours of sick leave per calendar year, on a non-cumulative basis, as personal necessity leave. Personal necessity leave may be used to attend to an illness of a child, parent, or spouse of the employee. As used in this section, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster, adoptive parent, a stepparent, or a legal guardian; and "immediate family" means any member of the employee's household related by blood or marriage; a parent, parent-in-law, spouse, child, brother, sister, grandparent, or grandchild of the employee, regardless of residence; any other relative of the employee by blood or marriage, where it can be established by the employee that the employee's presence is required to handle emergency arrangements and/or other matters.

Necessity leave may also be used: a) to attend to a serious accident to members of the employee's immediate family; b) childbirth; c) to cope with imminent danger to the employee's family, home, or other valuable property; d) when the existence of external circumstances beyond the employee's control make it impossible for him or her to report for duty; or e) attend to medical or dental appointments for members of the employee's household.

- K. Payment for Unused Sick Leave.
 - 1. Except in cases of disability retirement, upon non-disciplinary termination of employment and ten (10) years of cumulative full-time service with the City, an employee shall be entitled to receive partial payment of their total accrued and unused sick leave balance upon the effective date of such termination and at the rate of pay effective on the date of such termination. At the employee's election, payment may be issued in either a lump sum or in equal monthly payments for a period of up to five (5) years.

For employees who have at least ten (10) years of service with the City prior to October 1, 2010, the maximum sick leave cash-out after ten (10) years of service shall be equal to one third (1/3) of accrued sick leave up to a maximum of four hundred twenty-seven (427) hours.

For employees who had less than ten (10) years of service with the City as of September 30, 2010, the maximum sick leave cash-out after ten (10) years of service shall be equal to three hundred twenty five (325) hours.

A lump sum payment shall be made to the beneficiaries of any eligible employee whose death occurs while such employee is an active employee of the City. Such payment shall be in the amount as described above and at the rate of pay effective on the date of death.

2. An employee may elect to convert any lump sum payment provided in this section into health insurance premiums, to the extent necessary to provide the employee and his or her designated eligible dependents, if any, with benefits under the health insurance program maintained by the City. The City's obligation to pay such premium shall terminate upon the happening of any of the following events:
 - a. Premiums have been paid on behalf of the former employee until all monies are exhausted; or
 - b. The sum of premiums paid equals one hundred fifty percent (150%) of the amount of the lump sum payment that the employee would have received for unused sick leave benefits had this option not been elected.
 - c. Except in cases of disability retirement, upon non-disciplinary termination of employment after fifteen (15) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for two-thirds (2/3) of the total sick leave benefit credited to his or her account upon the effective date of such termination to be applied toward health insurance premiums only as specified in Section K (2) above excluding Subsections a and b.
 - d. Employees covered by this MOU may apply any payments for unused sick leave as described above to a Retirement Health Savings Account (RHS) as described in Article 11.6.
 - e. Employees that retire after ratification of this MOU but prior to the RHS Plan being established will have the option to have any payments as described above for unused sick leave directed into their individual RHS account once established.

10.2 Bereavement Leave.

- A. An employee shall be granted up to three (3) working days of paid bereavement leave in case of death of a member of the employee's immediate family. "Immediate family" as used in this section is limited to:
 - 1. Any member of the employee's household related by blood or marriage;
 - 2. A parent, parent-in-law, stepparent, spouse, child, stepchild, brother, stepbrother, sister, stepsister, grandparent or grandchild of the employee, regardless of residence;
 - 3. Any other relative of the employee by blood or by marriage where it can be established by the employee that as a result of such relative's death, the employee's presence is required to handle funeral arrangements and/or matters of estate.
- B. An employee may use up to sixteen (16) hours of additional leave charged to their Personal Necessity Leave balance when authorized by their Department Head.

10.3 Military Leave.

- A. Proof of Orders and Reinstatements. An employee shall be granted military leave if he or she furnishes the Executive Director of Personnel Services satisfactory proof of his or her order to report for duty. Upon return and upon showing of proof of actual service pursuant to such orders, he or she will be reinstated as provided in Section 143 of the Civil Service Rules and Regulations of the City of Santa Ana.
- B. Temporary. Members of the reserve forces of the United States, or the National Guard, granted temporary leave when ordered to duty will be granted leave with pay not to exceed thirty (30) working days in each calendar year after one (1) year of service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

10.4 Jury and Witness Leave. When an on-duty employee is called to serve as a juror or non-party witness in any court action, he or she shall be allowed to leave for the time actually required for such service without loss of pay. Each on-duty employee called for such service shall present his or her Department Head the subpoena calling him or her to such service and shall pay into the City Treasury the fees collected for such service, with the exception of reimbursement for transportation expenses, if any.

10.5 Examination Leave. Employees participating in examinations conducted during their normal working hours for positions in the competitive service of the City of Santa Ana

will be granted leave with pay for the time actually required without loss of any accrued vacation time off benefits.

- 10.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without approved leave for five (5) consecutive working days shall be deemed a resignation from the service; provided, however, if the employee returns to work and provides an explanation for such absence which his or her Department Head finds satisfactory, the Department Head may restore the employee to his or her position, with the City Manager's approval.
- 10.7 Authorized Absence Without Pay - Short Term. Absence without pay not to exceed five (5) consecutive working days may be authorized by the Department Head. Absence without pay up to fifteen (15) calendar days may be authorized by the Department Head with the approval of the City Manager. Such an absence may be authorized only if in the judgment of the Department Head it serves the best interest of the City.
- 10.8 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having permanent status and recommendation of approval by the Department Head, the City Manager may grant a leave of absence without pay for up to six (6) months. Additionally, the City Manager may grant an unpaid leave of absence extension of up to one (1) year.

An employee returning to duty with the City from such leave of absence shall inform the Department Head and the Executive Director of Personnel Services of his or her intention at least thirty (30) calendar days prior to the expiration of the leave of absence. Upon receipt of such notice, the Department Head will take steps necessary to restore the employee to his or her former position.

- 10.9 Industrial Leave. Any period of time during which an employee is required to be absent from his or her position by reason of an industrial injury or industrial illness for which he or she is entitled to receive compensation shall not be considered a break in continuous service for the purpose of his or her right to salary adjustments or to the accrual of vacation and seniority.
- 10.10 Pregnancy Disability Leave. Employees may take an unpaid leave of absence during pregnancy disability consistent with the Pregnancy Disability Law (PDL), Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA). A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery therefrom. Such reasonable leave of absence shall not exceed four (4) months. However, an employee may be granted up to an additional two (2) months of leave, at the discretion of the City Manager, for a total of up to six (6) months in which to recover from the disability. As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability. An employee who plans to take pregnancy leave must give reasonable notice of at least four (4) weeks before the commencement of the leave and include the estimated duration of the leave. The City

will continue to contribute towards Health and welfare insurance coverage in accordance with state and federal legislation. The employee will be required to pay a cash premium to continue coverage while on a leave of absence without pay.

ARTICLE XI

11.0 EMPLOYEE INSURANCE

- 11.1 Health Insurance. The City shall contribute toward the payment of premiums for affected employees and their dependents under the existing health insurance programs or new program or programs providing substantially similar or improved coverage and benefits selected in accordance with procedures in effect on the effective date of this MOU:
- A. Effective January 1, 2016, the City's contributions for medical insurance will be increased and indexed to the Kaiser Permanente HMO Other Southern California plan, as determined by the employees' coverage selection available through CalPERS.
 - B. Any contribution necessary to maintain benefits under said medical plans in excess of the amount set forth above shall be borne entirely by the employee.
 - C. An employee who is covered under a spouse's non-City sponsored health plan and voluntarily waives, in writing, their City paid health insurance coverage will receive a cash payment each month in an amount equal to 50% of the total monthly premium amount for the City's lowest "employee-only" coverage.
- 11.2 Dental Insurance. The City shall contribute a maximum amount of up to ninety (\$90) dollars per month per employee toward the payment of premiums for dental insurance plans provided by the City for employees covered by this MOU and their eligible dependents.. Any contribution necessary to maintain benefits under said dental plans in excess of the amount set forth above shall be borne entirely by the employee.
- 11.3 Long-Term Disability (LTD) Insurance. The City shall contribute up to ten dollars and thirty-nine cents (\$10.39) per month to employees enrolled in the 130 day elimination period LTD plan. For employees who elect to upgrade their LTD benefit coverage to a 60 day elimination period plan, the City will contribute up to eleven dollars (\$11.00) per month. Any amount necessary to maintain benefits under the long term disability insurance plans provided by the City in excess of the amounts set forth above shall be borne by the employee.
- 11.4 Life Insurance. The City shall provide its employees with a twenty thousand dollar (\$20,000) term life insurance policy and a twenty thousand dollar (\$20,000) Accidental Death and Dismemberment (AD&D) coverage at no cost to the employee.
- 11.5 When there is a need to discuss matters relating to employee insurance and the City believes it would be beneficial to involve an Insurance Committee, the Union shall have an equal number of representatives as the City on such a committee to meet as necessary.

11.6 Medical Retirement Subsidy Plan.

1. Based on the first payroll period in July and no later than July 31st each year, the City shall contribute to a fund an amount of money equal to 1.75% of the bargaining unit's salary base for the purpose of providing a retiree health insurance subsidy plan. Eligibility for and the specific payments made to members of the bargaining unit pursuant to this plan shall be designated at the sole discretion of SEIU. The plan shall be administered by the City, at no cost to the Union or its members pursuant to the written directives of SEIU. The funds contributed by the City will be maintained in such a manner as to insure that the funds are invested in a reasonably secure plan that bears a reasonable rate of interest/growth given current financial markets. For purposes of this MOU, investments made pursuant to the then current Statement of Investment Policy for the City of Santa Ana, shall be deemed to meet the requirements of this section. This program is for medical insurance premium reduction only. Upon Council approval, the City's annual contribution of 1.75% deposited in the Medical Retirement Subsidy Plan shall cease.
2. The Union agrees to dissolve the existing Medical Retirement Subsidy Plan by June 30, 2016 unless the deadline has been extended by mutual agreement of SEIU and the City. SEIU will advise the City as to distribution of the balance of funds in account agrees to defend the City against, and indemnify the City for, any liability and damages incurred by the City as a result of the dissolution of the SEIU Medical Retirement Subsidy Plan.

11.7 Retirement Health Savings Plan (RHS).

- A. The City agrees to amend the current contract with ICMA-RC to allow SEIU members to participate in the "Vantage Care" Retirement Health Savings Plan effective January 1, 2016, or as soon as the individual RHS accounts are established.

Upon establishment of the RHS Accounts, the City and Union agree to the following elements:

1. The City will increase the base pay of each SEIU member by 1.25% with said amount being deposited into employees' individual RHS accounts each pay period. This 1.25% increase in base is in-lieu of the Annual City Contribution of 1.75% paid to the Medical Retirement Subsidy fund in July each year.
2. Upon retirement, an individual's accrued leave balances will be directed into the individual's RHS account based on the plan guidelines determined by SEIU.

3. SEIU members who notify the City, in writing, of their intent to retire within 12 calendar months from the date of retirement shall be allowed to cash out any accrued leave balances that would be directed into the individual's RHS account on their final paycheck. Upon request, employees shall receive payment as soon as practical, and no longer than 30 days after the request has been made. If the employee cashes out his or her eligible sick leave bank balances prior to retirement and subsequently does not retire from the City, all future sick leave accrual for the employee shall be subject to the same cash out provision elected and will be processed on the final paycheck. All combined cash outs cannot exceed what the employee would have been entitled to if the cash out was processed on the final paycheck only. All cash outs are processed based on the employees' salary at the time of the cash out and not subject to any adjustments due to future salary increases.

11.6 Vision Plan. The City shall offer a vision plan for employees covered by this MOU. All premium costs shall be paid by the employee through payroll deductions.

ARTICLE XII

12.0 RETIREMENT

12.1 General. The terms of the existing contract between the City and California Public Employees' Retirement System (CalPERS) governing the City retirement benefits for employees are incorporated by reference herein. The City shall continue to make contributions to (CalPERS) in accordance with its contract with CalPERS for employees covered by said contract as amended.

12.2 Deferred Retirement. The City shall continue to make payment to CalPERS on behalf of each employee covered by this MOU in accordance with the following schedule:

- A. With respect to Miscellaneous employees covered by this MOU who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall pay an amount necessary to pay one hundred percent (100%) of his or her individual retirement contribution which is equal to eight percent (8%).

Such payments shall be credited to the individual employee's CalPERS account.

Such payments are not increases in base salary and no salary rate range applicable to any of the employees covered by this MOU shall be changed or deemed to have been changed by reason thereof. As a result, the City will not treat these payments as ordinary income and, thus will not withhold Federal or State income tax from said payments. The City has received an opinion or ruling from the Internal Revenue Service confirming that these payments are deferred compensation, not ordinary income.

In the event that the City receives a ruling from the Internal Revenue Service that such payments are ordinary income of the employees instead of deferred compensation, the City's obligation to make such payments shall discontinue and in place thereof the base salary of each said employee shall forthwith be increased by sixteen (16) salary rate ranges (8%).

For the purpose of reporting an employee's compensation to CalPERS, the City shall include these payments as if they were a part of the employee's base salary.

12.3 Credit for Unused Sick Leave. Employees covered by this MOU, can have unused accumulated sick leave at the time of retirement converted to additional service credit at the rate of 0.004 years of service credit for each day of unused sick leave (i.e., 200 days of sick leave equals .8 additional years of service credit). The City must report only those days of unused sick leave that were accrued by the employee during the normal course of employment. This section applies to members whose effective date of retirement is within four (4) months of separation from employment.

12.4 Military Service Credit as Public Service. Employees covered by this MOU may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service.

12.5 2.7% at 55 Service Retirement Benefit for Miscellaneous employees. The City contracts with CalPERS to provide Miscellaneous employees who do not qualify as “New Members” under PEPRA with the 2.7% at 55 Service Retirement benefit.

Effective July 1, 2015, the employee contribution rate for Miscellaneous employees who do not qualify as “New Members” under PEPRA shall be reduced from nine (9%) percent to eight (8%) of CalPERS reportable compensation. All employee contributions for retirement benefits are paid to the employer portion of the City’s CalPERS contribution. This payment shall be paid in accordance with Government Code section 20516(f).

Pre-Taxable Benefit. To the extent permitted by CalPERS and Internal Revenue Service regulations, the City shall make the above employee deductions pre-tax contributions.

12.6 2% @ 62 Service Retirement Benefit for “New Member” Miscellaneous employees. The City agrees to provide Miscellaneous employees covered by this MOU who are defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act (PEPRA) of 2013 with the 2% @ 62 Service Retirement benefit.

PEPRA went into effect on January 1, 2013. The parties agree that if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law, automatically goes into effect, either party may request to negotiate over the legislation, including over the impact.

Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.

Employees covered under the 2% @ 62 retirement formula shall pay one half of the normal cost rate as established by CalPERS.

Pre-Taxable Benefit. To the extent permitted by CalPERS and Internal Revenue Service regulations, the City shall make the above employee deductions pre-tax contributions.

ARTICLE XIII

13.0 TOOL REIMBURSEMENT POLICY

- 13.1 Employees classified as Fleet Equipment Technician I, II, or III, or Fleet Equipment Supervisor shall continue to provide such tools as are ordinarily used in the trade which shall be the personal tools of the mechanic. The City will continue with one (1) or more vendors' accounts for said employees who have at least one (1) year of service in such classifications. Effective July 1, 2015¹, such employees shall be allowed up to one thousand one hundred dollars (\$1,100) per fiscal year with such vendor(s) in order to purchase tools which, in the sole determination of the Fleet Services Manager, are necessary for the performance of such employees' job duties. Employees will be allowed to carry over their unused tool allowances for not more than two consecutive fiscal years. The City shall bear no liability or responsibility in replacing lost or stolen tools except as provided in this Section.

ARTICLE XIV

14.0 UNIFORM MAINTENANCE

- 14.1 All employees who are required by the City to wear a uniform while on duty shall continue to be provided with seven (7) sets of clean uniforms every two (2) weeks at no cost to the employees. All field/yard maintenance, custodial and equipment repair employees shall be provided with eleven (11) clean sets every two (2) weeks at no cost to the employees. All Police Records Personnel and the Senior Office Assistants assigned to the traffic window shall be provided with three (3) sets of uniforms made of Dacron and one (1) wool sweater. The Union agrees that any such employee who wishes to be provided with one (1) or more additional clean sets per week above the amounts specified above will be required to pay the extra cost incurred for such additional set(s).

ARTICLE XV

15.0 SAFETY

- 15.1 General. The City and the employees of the City agree to comply with all applicable Federal, State, Local, and City of Santa Ana laws and regulations, which relate to health and safety.
- 15.2 Central Safety Committee. The Union may designate two (2) representatives and two (2) alternates to serve on the City's Central Safety Committee.
- 15.3 Safety Shoes.
- A. Effective July 1, 2015 the City agrees to pay up to three hundred dollars (\$300) per fiscal year per employee, for the purchase and/or repair of approved safety shoes/boots. The option of purchase and/or repair shall be at the sole discretion of each employee. Employees will be allowed to use this allowance to purchase insoles or other boot related accessories.
 - B. Code Enforcement employees who are regularly assigned to work involving confiscation or retrieval of evidence or who must regularly enter dangerous or abandoned properties will be eligible for a boot allowance. Code Enforcement employees will be allowed to use this allowance to purchase uniform shirts.
 - C. All safety shoes/boots purchased under this program must have steel reinforced toes, insteps and bear the official stamp of approval from the American National Standards Institute (ANSI), z-41.
 - D. If a particular classification of employment is designated as requiring its incumbents to wear safety shoes, then it will be mandatory for all incumbents of that classification to wear the type of safety shoes (boot or low-quarter) deemed to be appropriate by the Department Head. (Some exemptions may be allowed, on a case-by-case basis, depending on the type and amount of exposure to hazardous conditions in particular positions and subject to the approval or disapproval of the City's Safety Officer.)
 - E. The procedure necessary to be followed for the implementation and operation of this program shall be in accordance with the existing policies and procedures as previously established by the City.

ARTICLE XVI

16.0 RESIDENCY

- 16.1 Employees covered by this MOU are permitted to reside outside the limits of Santa Ana so long as such residency is not an unreasonable distance from, nor requires an unreasonable response time to the employee's place of employment. It shall not be deemed an unreasonable distance within the meaning of this section if the employee resides within the area of a circle drawn with the City Hall of the City of Santa Ana as the center and the radius of which extends to the southernmost point of the County of Orange, or if the employee otherwise resides within twenty-five (25) miles of regularly scheduled Metrolink, bus, or other common carrier transportation service to Orange County.
- A. Any employee desiring to take advantage of the opportunity to reside outside of the area stated within this section shall first request permission to do so from the Department Head. Said request shall be granted by the Department Head if he or she determines the intended residence is not an unreasonable distance from the employee's place of employment and/or does not require an unreasonable response time to the employee's place of employment.
 - B. If the Department Head refuses the said request, the employee shall have a right to appeal said determination to the City Manager.

ARTICLE XVII

17.0 GRIEVANCE REVIEW PROCEDURE

17.1 Definition of a Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees or the Union concerning the interpretation or application of specific provisions of this MOU, or of the rules and regulations governing personnel practices or working conditions of the City, except, however, those matters specifically assigned to the jurisdiction of the City Personnel Board by those provisions of the City Charter and the Civil Service Rules and Regulations. Upon City Council approval, employees may dispute any written reprimand filed in their official personnel file through the grievance procedure.

17.2 Informal Process - First Step.

- A. An employee and/or his or her designated representative must first attempt to resolve the grievance on an informal basis through discussion with his or her immediate supervisor without undue delay, but in no case, beyond a period of fifteen (15) working days after the occurrence of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance.
- B. Every effort shall be made to find an acceptable solution to the grievance through this informal means at the most immediate level of supervision.
- C. In order that this informal procedure may be responsive, both parties involved shall expedite this process. If, within fifteen (15) working days, a mutually acceptable solution has not been reached at the informal level, the employee and/or the employee's designated representative shall then set forth the grievance in writing, indicate the nature of the action desired, sign it, and submit it in duplicate to the employee's Department Head. At this point, the grievance review process becomes formal. Should the grievant fail to file a written grievance, and in the manner specified above, within fifteen (15) working days after first discussing the grievance with the employee's immediate supervisor, the grievance shall be barred and waived.
- D. Any resolution of the grievance at the informal stage by any person other than a middle manager or above shall not become precedence or be used to establish past practice regarding implementation, interpretation, or application of this MOU.

17.3 Formal Process.

- A. Second Step. The Department Head or his or her designated representative shall meet with the employee and/or the employee's designated representative within fifteen (15) working days after the grievance has been submitted to the

Department Head. The Department Head, or his or her designated representative, shall review the grievance and may affirm, reverse or modify the disposition made at the First Step and shall deliver his or her answer to the employee and/or the employee's designated representative within ten (10) working days after said meeting.

- B. Third Step. If the grievance is not satisfactorily resolved at the Second Step, the employee and/or the employee's representative may submit the grievance in writing to the City Manager or his or her designated representative within thirty (30) days of being informed of the disposition made at the Second Step. Failure of the grievant and/or his or her designated representative to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the disposition made at the Second Step.

The City Manager or his or her designated representative shall meet with the employee and/or the employee's designated representative within fifteen (15) working days after submission of the grievance. The City Manager, or his or her designated representative, after careful review, may affirm, reverse, or modify the disposition made at the Second Step and his or her decision, which shall be final and binding, shall be delivered in writing, to the employee and/or the employee's designated representative within fifteen (15) working days after said meeting.

A copy of the written grievance to the City Manager, or his or her duly authorized representative, and of the City Manager's or his or her representative's written decision, shall be filed in the personnel records of the department and the grievant's personnel jacket maintained in the City Personnel Services Department.

- C. Fourth Step. If the grievance is not resolved at the third step, the Union may request that the grievance be submitted to advisory arbitration for issuance of a recommendation. The Union must advise the Personnel Department within 10 calendar days of receipt of the decision from the City Manager at Step 3 of its desire to request to have the matter considered by an arbitrator. Upon request to submit the matter to arbitration, unless the parties can agree on an arbitrator to hear the grievance, the City will request a list of seven arbitrators from the State Mediation and Conciliation Service. Upon receipt of the list, the parties will strike names with the Union striking first. Once an arbitrator is selected, he/she will conduct a hearing regarding the grievance. The cost of the arbitrator shall be equally shared between SEIU and the City. Once the arbitrator issues his/her advisory recommendation to the parties, the recommendation shall be submitted to the City Manager who will make a final decision on the grievance within 20 days of his/her receipt of the recommendation.

- 17.4 Reservation of Rights. After the procedure set forth in this Article has been exhausted, the grievant, the Union, and the City shall have all rights and remedies to pursue said grievance under the law.

ARTICLE XVIII

18.0 UNION RIGHTS

18.1 Release Time for Union Grievance Representatives. The Union shall have the right to appoint/elect a reasonable number of representatives who are recognized by the City as officers or work site leaders/stewards.

- A. Such reasonable number of work site leaders/stewards recognized by the City shall be limited to eighteen (18).
- B. The City's Employee Relations Manager shall be provided with a list of names and classification titles of the Union's officers as set forth in the Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721 Bylaws, as well as the names and classification titles of all work site leaders/stewards and other Union representatives. The Union agrees to inform the City in writing of any changes in said list within ten (10) calendar days of date of change.
- C. During the term of this MOU, the City agrees to grant up to a total of two hundred (200) hours per fiscal year on a non-cumulative basis to enable the officers and worksite leaders/stewards to assist other bargaining unit employees in processing grievances under the Grievance Review Procedure; provided, however, that such officers and worksite leaders/stewards shall make advance arrangement with their supervisors prior to absenting themselves for such purpose. The officers and worksite leaders/stewards shall be required by the City to record and report to their supervisors the work time spent in assisting other bargaining unit employees pursuant to this provision of the MOU.
- D. Union Business Leave Time. In addition to the two hundred (200) hours per fiscal year provided by the City on a non-cumulative basis, officers and worksite leaders/stewards shall be granted an additional three hundred (300) hours per fiscal year on a non-cumulative basis paid by the Union from the bank of hours or directly by the Union as depicted in Article XVIII – Union Rights, 18.1 E President's Leave Section 12. The purpose of this additional three hundred (300) hours per fiscal year shall be to enable the officers and worksite leaders/stewards to assist the bargaining unit employees in processing grievances under the Grievance Review Procedure and for union activities which may include conventions, seminars and meetings. However, such officers and worksite leaders/stewards shall make advance arrangements with their supervisors prior to absenting themselves for such purposes. The officers and worksite leaders/stewards shall be required by the City to record and report to their supervisors on the work time spent on Union business.

Time spent by the Union President, officers or worksite leaders/stewards on President's leave, as noted in Section E below, and/or Union Business leave time,

under this MOU, shall not be considered time worked for computation of overtime according to the Fair Labor Standards Act.

E. President's Leave Time. During the term of this MOU, the City agrees to grant the Union President twenty (20) hours per week paid time off which shall be charged against a Union Leave Bank and subject to the following terms and conditions:

1. The Union President will conduct any Union business performed during the twenty (20) hours per week off the worksite. However, the President may conduct Union business on worksites pursuant to Article XVIII – Union Rights, Section 18.2 - Worksite Access provision of the MOU.
2. The Department Director of the Union President may approve additional time off for the Union President for Union seminars and other business on a prescheduled basis. Such additional time off shall be paid for by the Union or from the President's vacation or compensatory time bank.
3. The Department Director of the Union President will schedule the Union President to be offsite for four (4) hours each day to conduct Union business, upon request of the Union. The Department Director shall schedule the Union President to be onsite working on City business four (4) hours each day five (5) days a week. The Department Director may change the schedule of the Union President upon reasonable notice to the Union President.
4. During the period of time the Union President is performing City work, he or she shall receive no phone calls or visitors. Persons who call or wish to see the Union President during his or her work time shall be referred to the Union's offsite headquarters.
5. Time spent by the Union President on President's Leave time shall not be considered time worked for the computation of overtime according to the Fair Labor Standards Act.
6. The Union shall reimburse the City for 100% of the salary, including any premium payments and benefit costs for the President's leave time. Such reimbursement may be from the bank established pursuant to this MOU or directly from the Union.
7. The Union agrees to pay for Union Leave and President's Leave within thirty (30) days of receiving the bill from the City. The bill will be sent on a monthly basis. If the bill is not paid within thirty (30) days, the City shall deduct such amount from the Union dues collected from the employees on behalf of the Union. In the event a portion of the bill is rightfully contested, the City shall only deduct the non-contested portion

from employee's dues. Any issues related to the bill must be brought to the attention of the Executive Director of Personnel Services within fifteen (15) days of its receipt and must be resolved within fifteen (15) remaining days so that the bills are paid in a timely manner as stated (within thirty (30) days of its receipt).

8. The Union shall provide an insurance policy or policies, or certificate of such insurance, naming the City of Santa Ana, its officers and employees as insured or additional insured which provides coverage against liability for any and all claims and/or suits for damages or injuries to persons or property resulting from or arising out of any act or omission of said Union representative. Said policy or policies of insurance shall provide coverage for both bodily injury and property damage not less than the following minimum amounts: one million dollars (\$1,000,000) combined single limit or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of insured or additional insured shall be effective until after thirty (30) days' notice has been given in writing to the City of Santa Ana.
9. The Union shall provide the City of Santa Ana with an insurance carrier certifying that it carries primary workers' compensation insurance on behalf of said Union representative and the policy shall not be canceled nor coverage reduced until after ten (10) working days' notice has been given in writing to the City of Santa Ana.
10. The Union shall indemnify and save harmless the City of Santa Ana, its officers and employees from and against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents to the City of Santa Ana. The Union shall defend, indemnify, and save harmless the City of Santa Ana, its officers and employees from any kind and all claims to demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitations, workers' compensation claims, resulting from or arising out of the negligent acts, errors, or omissions, arising out of the intentional or malicious acts of the Union's representatives.
11. The Union and the City of Santa Ana agree that the Union President will not be required to carry out any City duties during the time the Union President is on President's leave twenty (20) hours per week. The Union President will be required to comply with the rules and regulations of the City of Santa Ana as they apply to off-duty employees, except such Union President will not be required to report to work for any purpose during the four (4) hours per day or twenty (20) hours per week of Union President's leave time.

12. Upon return to duty from President's Leave of four (4) hours per day, the Union President shall be restored to the same position without loss of any benefits as he or she would have occupied or accrued if there had been no disruption in duty status. For the purpose of providing payment for Union President's Leave time and for Union Business Leave time the City and the Union agree to the creation of the following compensation time bank:
 - a. Any member of the Union who has a compensatory time balance, vacation time or accrued in lieu holiday balance of at least two (2) hours or more can voluntarily designate, in writing, that he or she will contribute the value of such time to a bank to be used to pay for President's Leave time and/or Union Business Leave time. In addition, floating holiday pay may also be contributed, but only in increments of eight (8) hours. Such bank shall be for the purposes and subject to the restrictions provided herein.
 - b. The employees' vacation leave, compensatory time and/or accrued or unused holiday pay balance will then be reduced by the amount of hours transferred to the bank.
 - c. Vacation leave time, compensatory time and/or accrued floating or in lieu holiday time, together with the cost of benefits shall be converted to its dollar value at the rate of pay of the employee from whom the leave was received. Those dollars (with benefit cost) shall be placed in the Union Business Leave Bank. When the Union Business Leave Bank is used in accordance with President's Leave and Union Business Leave, dollars will be withdrawn from such Union Business Leave Bank, equal to the hourly rate (with benefit cost) of the employee utilizing the leave multiplied by the number of hours of leave taken. Withdrawal requests from the bank will be for the purpose of conducting Union business, which may include grievance investigation, executive meetings, board of director meetings, training and conventions sponsored by the Union, attendance at grievances and Personnel Board hearings as witness for the Union, President's Leave and other Union purposes as may be determined by the President of the Union. Request for withdrawal from the Bank shall be made only by the President or designee to the Executive Director of Personnel Services on forms mutually agreed to by the parties and furnished by the City. The Union President's Leave or Union Business Leave slip shall be presented to the Executive Director of Personnel Services by the Union for withdrawal from the bank. All vacation leave, compensatory time and accrued floating or in lieu holidays transferred to the bank are final transfers and shall not be recoverable for re-credit to any individual employee's vacation

leave account, compensatory time account, or accrued holiday time account.

Release of employees for Union Business Leave shall be on the same basis as employees are released from duty for vacation leave, except that such requests for leave shall not unreasonably interfere with the operation of the City department and shall be approved by the employee's Department Head. The employee taking Union Business Leave shall not unreasonably interfere with the operation of the City department and shall be approved by the employee's Department Head. The Department Head shall not unreasonably withhold permission to utilize President's Leave time and/or Union Business Leave from any employee who has been duly authorized by the Union to take such leave.

No withdrawal from or use of such bank may be made by or on behalf of an employee ordered to take time off without pay for disciplinary reasons. No withdrawal or use of such bank may be made by or on behalf of any employee to be used for purposes that are unlawful under the laws of the United States, State of California or the ordinances of the City of Santa Ana.

The Union President shall have up to twenty (20) hours per week or one thousand forty (1,040) hours per year of time off to conduct Union business which shall be paid by the City, but reimbursed to the City by the Union from either the above described bank or directly from the Union treasury. In any event, the Union agrees to reimburse the City for all costs not otherwise reimbursed from the bank providing the Union President with President's leave of absence.

18.2 Worksite Access.

- A. Officers, worksite leaders/stewards and/or paid Union representatives shall be permitted to visit break and lunch areas designated by the City, before or after work or during designated lunch periods for the purpose of discussing Union business, provided that arrangements are made in advance with the manager responsible for the worksite.
- B. Such visits shall not disrupt the work of City employees or interfere with the normal operations of the department or with established safety and security requirements. Where any such problems arise, the Union and the City will agree on an alternate meeting/conference facility for the purpose of providing a place for the Union to hold meetings before or after work or during lunch periods. If the alternate meeting site is a City facility during non-working hours, its

scheduling and use shall be governed in accordance with regulations pertaining to the use of public meeting rooms at City facilities.

- C. Solicitations of membership and all activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, preparation of petitions, preparation of proposals, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.
- D. Officers and employees may perform those duties assigned to them by the Union, but in no event shall they have the right to interfere with the performance of work of any other employee or interfere with City operations or to call a strike, slowdown, work stoppage, sympathy strike or take any economic action against the City.

18.3 Release Time for Employee Representatives.

- A. In the event that the Union is formally meeting and conferring with representatives of the City on matters within the scope of representation during regular City business hours, a reasonable number of officers, employee representatives or other officials of the Union shall be allowed reasonable time off without loss of compensation or other benefits.
- B. Such officers and employee representatives shall not leave their duty or work station or assignment without the prior knowledge of their supervisor or such supervisor's supervisor.
- C. Such meetings are subject to scheduling in a manner consistent with City operating needs and work schedules.

18.4 Use of Bulletin Boards. Space shall be made available to the Union on the City's existing employee bulletin boards for the purpose of posting notices pertaining to Union business, subject to the following conditions:

- A. Material posted by the Union shall not include campaign material on municipal election matters, including elections for City Council, other City positions, or other municipal political matters.
- B. Material posted shall not be derogatory to the City, City employees or other employee organizations.
- C. All materials shall be dated, identify the Union and bear the signature of the authorized representative(s) of the Union validating the posting.
- D. The City reserves the right to determine what reasonable portion of employee bulletin boards are to be allocated to Union materials.

E. If the Union does not abide by these provisions, it will forfeit its right to have materials posted on the City's employee bulletin boards.

F. The Union shall not be permitted to post any material that is prohibited by State law or the City Charter.

18.5 Use of City Facilities. The City shall allow the Union to conduct meetings in the City's public meeting rooms during non-working hours provided such meetings are scheduled in accordance with regulations governing the use of public meeting rooms at City facilities. The Union shall not be permitted to use such City facilities to discuss or present any matter that is prohibited by State law or the City Charter.

ARTICLE XIX

19.0 DUES DEDUCTION & INDEMNIFICATION

19.1 Dues Deduction. The City shall deduct dues on a regular basis from the pay of all employees covered by this MOU who voluntarily authorize such deduction in writing and on a form to be provided for this purpose by the City. The City shall remit such funds to the Union within thirty (30) calendar days following their deduction.

19.2 Agency Shop.

- A. All employees represented by the Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721, shall, as a condition of continuing employment become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be one dollar (\$1) per pay period less than Union dues if legally authorized.
- B. Any employee hired by the City subject to this MOU shall be provided, through the Personnel Services Department, with an authorization form for the deduction of Union dues. Employees shall have thirty (30) working days following the initial date of employment to fully execute the authorization form and return it to the Agency/Department payroll section. The effective date of Union dues, service deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment.
- C. Any employee of the City subject to this MOU who wishes to execute a written declaration claiming a religious exemption from paying Union dues, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the Public Employer Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen (15) calendar days of receipt by the City. The Union shall have fifteen (15) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his or her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this section, charitable deduction means a contribution to one of three non-profit organizations, with the United Way being one of them.

The Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721 shall indemnify and hold the City, its officers and employees,

harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

ARTICLE XX

20.0 CITY RIGHTS

20.1 The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include but not be limited to the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or nonexistence of facts which are the basis of the management decision.
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the workforce by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including but not limited to the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reason, subject to the provisions of the City Charter, Municipal Code, Federal and State law and this MOU.
- K. To establish and modify productivity and performance programs and standards.

- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions set forth in the City Charter and Santa Ana Municipal Code.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this MOU.
- O. To determine policies, procedures, and standards for selection, training and promotion of employees.
- P. To establish employee performance standards including but not limited to quality and quantity standards and to require compliance of such standards.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and disseminate and/or modify rules and regulations to maintain order and safety in the City which are not in violation with this MOU.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

20.2 Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Union regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this MOU.

ARTICLE XXI

21.0 STRIKES & WORK STOPPAGES

21.1 Prohibited Conduct.

- A. The Union, its officers, agents, representatives, and/or members agree that during the term of this MOU, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.
- B. Any employee who participates in any conduct prohibited in Subsection A above shall be subject to suspension, demotion or dismissal by the appointing authority without right of appeal to the Personnel Board in accordance with City Charter Section 1014.

21.2 Union Responsibility. In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 21.1 – Prohibited Conduct, Section A above of this Article, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in the conduct prohibited in Section 21.1 – Prohibited Conduct, Section A and return to work.

ARTICLE XXII

22.0 LAYOFFS

- 22.1 If it is decided to contract out work currently being performed by employees of this bargaining unit and it is projected that no employee covered by this MOU is to be laid off, receive a reduction in hours worked, or receive a loss in pay due to said contracting out, the City shall provide the Union reasonable notice of the decision to contract out, will meet with the Union upon the Union's request over the impact of the decision to contract out and will consider reasonable alternatives provided by the Union.
- 22.2 If the City determines to replace employees covered by this MOU with contract workers to perform the same work under similar circumstances, it will expeditiously notify the Union of its intentions. Upon request by the Union the City will schedule meetings with the Union leadership to discuss this objective and give the Union the opportunity to present information before any final decision. The City and Union leadership agree to commence meeting with each other when practicable for a period not to exceed forty-five days, unless mutually agreed to meet longer. At the end of the agreed upon time and if the parties have not achieved satisfactory resolution, the issues will be resolved according to the City's Employer-Employee Relations Resolution (Resolution No. 81-75).
- 22.3 Notwithstanding Section 22.1 and /or Section 22.2, if any bargaining unit member is laid off as a result of a decision by the City to contract out work, the City shall make a reasonable effort to cause the affected employee(s) to become employed by the company or entity with which the City contracted for the applicable services.
- 22.4 It is the hope of the City not to separate any employee(s) from employment because of a reduction in the workforce during the term of this MOU. However, circumstances arising during this MOU may require such separation(s). In that event, the City will provide reasonable notice to the Union of the details of the separation(s) in order to meet and exchange information, opinions and proposals regarding the consequence(s) of the separation(s) on the employee(s). This provision is not intended to be a waiver of any other rights the parties may have under this MOU.
- 22.5 The principles of seniority (length of service) shall govern layoffs as described herein, except in the event that more than one employee has the same seniority date, in which case performance also shall be considered. The City's determination of performance shall not be arbitrary or capricious in nature. Any dispute over the application of the principles outlined in Article XXII – Layoffs shall be subject to the grievance procedure.
- A. Classification seniority is defined as length of service in the classification, and shall begin on the first date worked by the employee in that classification. Whenever a position within a classification is to be eliminated, resulting in the layoff of an employee, seniority shall govern the order of layoff. The employee with the lowest seniority in the affected classification shall be laid off first.

- B. In lieu of layoff, an employee may elect to work in a lower classification, in which he or she has served, providing that classification is within the same job family/career ladder. In that event, the employee's length of service in the next lower classification will be added to his or her length of service in the affected classification, and said combined seniority shall be used to bump down into the next lower classification. This method of combining seniority shall be applied to subsequent lower classifications.
 - C. The reemployment list shall be valid for one year from the date of its establishment. Reemployment shall be in reverse order of layoffs. The Joint Labor Management Committee will determine Job Family/Career Ladder.
- 22.6 A bargaining unit employee who is laid off from full time City employment pursuant to this Article, may be granted a temporary appointment to a vacant position in any classification for which there is no eligible list and for which said employee meets the minimum qualifications established for the classification and possesses the requisite knowledge, skills and abilities to satisfactorily perform the work of the classification. Such temporary appointment will be terminated upon the establishment of a new eligible list for the classification or one year following the initial day of such temporary appointment, whichever occurs first.
- 22.7 Contracting Out
Prior to bringing any requests for proposal (RFP) to the City Council which would result in the contracting out of bargaining unit work, and prior to any such requests being issued seeking such proposals, the parties agree to the following:
- A. The City will inform SEIU in writing of its intent to submit such request to the City Council for approval.
 - B. The City will inform SEIU in the same writing of its right to request to meet to discuss the proposed RFP prior to bringing it to the City Council or seeking such proposals to give SEIU the opportunity to discuss its position regarding the RFP with the City.
 - C. The City agrees to meet with SEIU (at its request) at least twice within 20 working days of the written notification of the RFP to consider SEIU's positions regarding the RFP. The City agrees that upon mutual agreement of the parties, it will agree to meet more than twice prior to bringing the RFP to the City Council and upon mutual agreement may agree to give SEIU more than 20 working days in which to conduct the meetings with the City representatives.
 - D. The City also agrees that if the existing employees who will be impacted by the contracting out (i.e., those employees whose work will be contracted out if there is an RFP accepted by the City) wish to bid for the work by submitting an response to the RFP, the City will consider such response along with the other responses received.

- E. After the City receives the bids and identifies the most responsible bidder, the City will notify the Union, who will have five calendar days to submit a subsequent bid which will then be considered by the city in making its determination as to which bidder to choose.

ARTICLE XXIII

23.0 MISCELLANEOUS PROVISIONS

- 23.1 The City agrees to provide a list each month to the Union with names and classification titles of bargaining unit employees who have separated from full-time City service and the names and classification titles of bargaining unit employees who have been hired. The Union agrees to pay the City's cost of producing such lists. After ratification of this MOU by the City Council, a complete list of bargaining unit employees and their addresses will be provided to the Union once every fiscal year.
- 23.2 The City agrees to distribute Union membership pamphlets to bargaining unit employees at the new employee orientation sessions conducted by the City.
- 23.3 Catastrophic Leave Donation. In order to assist employees otherwise granted leave of absence without pay by the City Manager due to a catastrophic, non-industrial medical condition or injury, the City and Union agree to implement a Catastrophic Leave Donation Program.

Nothing in this article shall be construed to alter City policies and procedures as provided in the Charter or ordinances of the City or other provisions of this MOU with regard to granting unpaid leaves of absence.

The Catastrophic Leave Donation Program shall cover the uncompensated time prior to the employee's becoming eligible for the LTD benefits.

- A. Guidelines. It shall be understood that all donations under this procedure are voluntary and subject to taxation for the recipient.
1. Employees may donate vacation, compensatory time or one floating holiday to the eligible employee. In no event shall sick leave be donated.
 2. Employees shall be provided a two-week period to submit donations. Donations received after this two-week period shall not be processed. The two-week period for each case shall be selected by the Department Head or his or her designee.
 3. All donations must be made in two (2) hour increments, except for floating holiday donations which must be made in eight (8) hour increments.
 4. Any authorization of donations not made in accordance with the procedures outlined in Section C, Subparagraph 2 below will not be processed.

5. All donations shall be irrevocable.
6. In the event the recipient returns to work before leave donations have been exhausted, any balance on the books shall be accrued by the recipient and designated as sick leave and may be used pursuant to Article X – Other Leaves of Absences, Sections 10.1 – Sick Leave.

B. Eligibility. Regular, full-time employees shall be eligible for Catastrophic Leave Donations if the following criteria are met:

1. When it is reasonably foreseeable that all accrued time on the books, such as sick leave, compensatory time and vacation, will be exhausted and the employee's illness will continue past the time when the employee will be on paid status.
2. The employee's Department Head, or his or her designee, has approved a written request for donations accompanied by a medical statement from the employee's attending physician. The attending physician's statement must verify the employee's need for an extended medical leave and an estimate of the time the employee will be unable to work.

C. Procedure.

1. Upon receipt of a valid request for donations from an eligible employee, the Department Head or his or her designee shall post a notice of the eligible employee's need for donations on bulletin boards accessible to employees. No confidential medical information shall be included in the posted notice.
2. Employees wishing to donate time to an eligible employee must sign his or her authorization of the transfer of such donated time and provide:
 - His or her name, department name, and employee number.
 - The number of hours of compensatory or vacation time of the donation within the limitations of Section A, subparagraph 3 above;
 - The name, department and employee number of the recipient;
 - A statement indicating that the donor understands such donation of time is irrevocable.

3. At the close of the donation period, the department shall verify that each donating employee has accrued vacation and/or compensatory time balances sufficient to cover the designated donation.
4. The department shall submit all approved donation authorizations for an eligible employee at one time for processing. No donation authorizations for the eligible employee will be processed after this period. However, employees who receive donations under this procedure and who exhaust all donated hours may request an additional donation period subject to the provisions of Section A above.
5. The City shall add the donated time to the recipient's sick leave account.

23.4 Joint Labor Management Teams. The City and the Union agree to form Joint Labor Management teams for the purpose of exploring issues of mutual concern. Each team shall be comprised of an equal number of labor and management employees and shall be chaired by the Employee Relations Manager. In no case shall the activity of a team create a delay or hindrance to the ongoing operation of the City. The City and the Union shall hold an initial meeting no sooner than one (1) month from the date of ratification of this Agreement and upon the Union's written request to meet to determine team composition, frequency of meetings and meeting schedules.

23.5 Performance Appraisals. Non-probationary performance appraisals not completed within six (6) months of the due date shall be stayed and the employee shall next become subject to evaluation upon the end of the evaluation period next following. Provided that merit advance performance appraisals shall be completed in accordance with Article IV - Salaries, Section 4.8 – Advancement Within Ranges.

23.6 Driving City Vehicles.

- A. Driver's Alert Decal-Based Monitoring Program By identifying high-risk driving behavior and drivers who engage in unsafe driving acts, the purpose of this program is to intervene quickly to correct and control these risk factors and high-risk activities.

Driver's Alert SMART RISK™ identifies the specific drivers who are at high risk to cause an at-fault crash, so it can be prevented. Reporting is done via 1 (800) number and an identification number on "How Am I Driving?" decals affixed to City vehicles. Reports will be transmitted to the impacted manager and can include complaints or compliments regarding a driver's activity.

There is currently no discipline or reward policy in place that would impact employees being reported by this program.

- B. Automatic Vehicle Location (AVL) System. The automatic vehicle location (AVL) system is a means for automatically determining the geographic location

of a vehicle and transmitting information to a requestor.

Reporting information from AVL will include route, vehicle operations, destination and idle times. The information will be used to monitor the location and usage of a vehicle to ensure the most energy and time-efficient routing and operation of vehicles. AVL database information may only be accessed and subsequently used by supervisory and management employees in participating division operations.

The AVL system is not intended to monitor employee behavior; however, it may provide, but not prove to be the sole basis, for disciplinary action if data indicates employee failure to provide efficient and productive service throughout the workday.

ARTICLE XXIV

24.0 SOLE & ENTIRE AGREEMENT

- 24.1 It is understood and agreed that the parties to this MOU are subject to all current and future applicable Federal and California laws, the City of Santa Ana Charter and Municipal Code, as well as the City's Employer-Employee Relations Resolution (#81-75). The provisions of this MOU shall supersede all prior agreements and memoranda of agreement, or MOU, or contrary salary and/or personnel rules and regulations or administrative codes, provisions of the City, oral or written, express or implied between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with Federal or State law or the City Charter.

The City will continue to provide employees covered by this MOU a reduced size copy of this MOU and its attachments, including a section containing the Employer-Employee Relations Resolution of the City of Santa Ana.

- 24.2 Notwithstanding the abovementioned language, City personnel rules and regulations and departmental rules and regulations exist. These rules and regulations shall be continued to the extent they do not breach specific provisions of this MOU. Such rules and regulations may, from time to time, be changed by the City. If these changes affect wages, hours, and/or other terms and conditions of employment, the City shall meet and confer with the Union; provided, further, however, no provision of the rules and regulations shall be changed to breach specific provisions of this MOU.

ARTICLE XXV

25.0 WAIVER OF BARGAINING DURING THE TERM OF THIS MOU

- 25.1 During the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by the MOU or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

ARTICLE XXVI

26.0 EMERGENCY WAIVER PROVISION

- 26.1 In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Union shall have the right to meet and confer with the City regarding the impact on employees of the suspension of the provisions in the MOU during the course of the emergency.

ARTICLE XXVII

27.0 SEPARABILITY PROVISION

- 27.1 Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU, provided that if any such affected provisions invalidate or void any benefits of employees covered hereunder, the parties shall forthwith commence negotiations to replace the invalidated benefits with benefits of comparable value.

ARTICLE XXVIII

28.0 TERM OF MOU

28.1 The term of this MOU shall be from July 1, 2015 thru June 30, 2017.

ARTICLE XXIX

29.0 RATIFICATION & EXECUTION

29.1 The City and the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Santa Ana and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Union acknowledge that this MOU shall not be in full force and effect until ratified by the membership of the Union and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Union and entered into this 17 day of November 2015.

CITY OF SANTA ANA, a Municipal
Corporation of the State of California

Dated: FEB 01 2016

By: [Signature]
Mayor

Dated: FEB 01 2016

By: [Signature]
City Manager

Dated: 1/25/15

By: [Signature]
Executive Director of Personnel Services

ATTEST:

[Signature]
Clerk of the Council

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney


By: [Signature]
Laura A. Rossini
Senior Assistant City Attorney

This MOU has been ratified by the membership of the Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721.

Dated: _____

SEIU:

By:


Michael Lopez, President


Lori Brown


Tony Carrillo

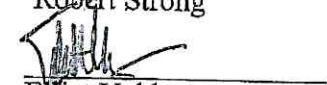

Jared Flicker

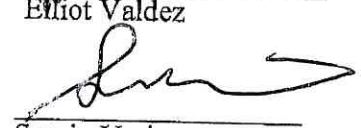

Mark Kiss



Kim McPeck

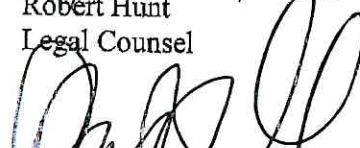

Sid Pineda



Robert Strong



Elliot Valdez


Sergio Verino

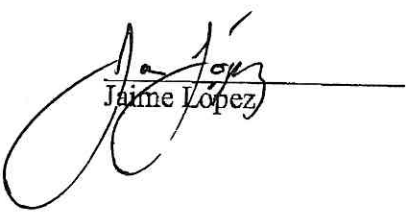

Robert Hunt
Legal Counsel


DeShannon Braswell

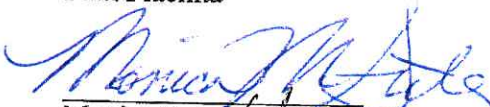

David Carbajal


Jose
DeSantiago



Robert Gonzales


Jaime Lopez


Paul Placinta


Monica Suter


Andres Varela


Paula Wood

The City's Basic Salary and Wage Schedule provides for a number of ranges of pay rates (salary rate ranges) each comprised of six pay steps or rates for SEIU employees. The salary rate ranges are identified by a three digit number and steps by letters AAA, A to E inclusive. For SEIU employees, the purpose of each step and the length of service required for advancement within the rate range are summarized as follows:

Purpose:

- AAA Step - Normal Beginning rate.
- AA Step - Automatic increase. Also optional hiring rate.
- A Step - Automatic Increase. Also optional hiring rate.
- B Step - Automatic Increase. Also optional hiring rate.
- C Step - Automatic Increase. May also be maximum hiring rate for certain classifications.
- D Step - Automatic Increase. Is maximum hiring rate.
- E Step - Merit Rate.

Required Length of Service:

- AAA to AA - After 6 months' completed service
- AA to A - After one year's completed service.
- A to B - After one year's completed service.
- B to C - After one year's completed service.
- C to D - After one year's completed service.
- D to E - After one year's completed service.

In the following salary schedule matrix, each salary range is identified by a three digit number. The first two digits are listed in the first vertical column on the left and the third digit is listed horizontally across the top and identifies the appropriate column. This three digit range number locates the "AAA" step of the range, which is the first of the 7 steps. Steps "AA," "A," "B," "C," "D," and "E" are found in the column directly below the "AAA" step. For example, the "AAA" step of Range No. 401 is found to be \$1476 by moving down the left column to the number 40 (the first two digits of the Range No.), then horizontally to column 1 (the third digit of the Range No.). The "AAA" step of \$1476 has the remaining steps shown directly beneath it; thus the full, six step range is 1476-1549-1627-1708-1793-1883-1977. In the same manner, Range No. 455 is found to be 1921-2017-2118-2223-2334-2451-2574.

SALARY SCHEDULE MATRIX

0	1	2	3	4	5	6	7	8	9
---	---	---	---	---	---	---	---	---	---

38	1332	1338	1345	1352	1358	1365	1372	1379	1386	1393
39	1399	1405	1413	1420	1427	1434	1441	1448	1455	1463
40	1469	1476	1483	1491	1498	1506	1513	1521	1528	1536
41	1542	1549	1557	1565	1573	1580	1588	1596	1604	1612
42	1619	1627	1635	1643	1651	1659	1668	1676	1684	1693
43	1700	1708	1717	1725	1734	1742	1751	1760	1769	1778
44	1785	1793	1802	1811	1820	1830	1839	1848	1857	1866
45	1874	1883	1892	1902	1911	1921	1930	1940	1950	1960
46	1968	1977	1987	1997	2007	2017	2027	2037	2048	2058
47	2066	2076	2086	2097	2107	2118	2128	2139	2150	2160
48	2169	2179	2190	2201	2212	2223	2234	2246	2257	2268
49	2277	2288	2299	2311	2322	2334	2346	2357	2369	2381
50	2391	2402	2414	2427	2439	2451	2463	2475	2488	2500
51	2511	2523	2536	2548	2561	2574	2587	2600	2613	2626
52	2637	2650	2663	2676	2690	2703	2717	2730	2744	2758
53	2769	2782	2796	2810	2824	2838	2853	2867	2881	2896
54	2907	2921	2936	2950	2965	2980	2995	3010	3025	3040
55	3052	3067	3082	3098	3113	3129	3144	3160	3176	3192
56	3205	3221	3237	3253	3269	3285	3302	3318	3335	3352
57	3365	3381	3398	3415	3432	3449	3467	3484	3501	3519
58	3533	3550	3568	3586	3604	3622	3640	3658	3676	3695
59	3710	3728	3747	3765	3784	3803	3822	3841	3861	3880
60	3896	3915	3935	3954	3974	3994	4014	4034	4054	4074
61	4091	4111	4132	4152	4173	4194	4215	4236	4257	4278
62	4296	4317	4339	4360	4382	4404	4426	4448	4470	4493
63	4511	4533	4556	4579	4601	4624	4648	4671	4694	4718
64	4741	4764	4787	4810	4834	4858	4882	4906	4930	4954
65	4978	5002	5026	5051	5076	5101	5126	5151	5176	5201
66	5226	5252	5278	5304	5330	5356	5382	5408	5434	5461

67	5488	5515	5542	5569	5596	5623	5650	5678	5706	5734
68	5762	5790	5818	5847	5876	5905	5934	5963	5992	6021
69	6050	6080	6110	6140	6170	6200	6230	6260	6291	6322
70	6353	6384	6415	6446	6478	6510	6542	6574	6606	6638
71	6670	6702	6735	6768	6801	6835	6869	6903	6937	6971
72	7005	7039	7073	7107	7141	7176	7211	7247	7283	7319
73	7355	7391	7427	7463	7499	7535	7571	7609	7647	7685
74	7723	7761	7799	7837	7875	7913	7951	7989	8029	8069
75	8109	8149	8189	8229	8269	8309	8349	8389	8431	8473
76	8515	8557	8599	8641	8683	8725	8767	8809	8853	8897
77	8941	8985	9029	9073	9117	9161	9205	9250	9296	9342
78	9388	9434	9482	9529	9577	9625	9673	9721	9770	9819
79	9857	9906	9955	10005	10055	10105	10156	10207	10258	10309
80	10350	10401	10453	10506	10558	10611	10664	10717	10771	10825
81	10868	10922	10976	11031	11086	11142	11198	11254	11310	11366
82	11411	11468	11525	11583	11640	11699	11757	11816	11875	11934
83	11982	12041	12102	12162	12223	12284	12345	12407	12469	12532
84	12581	12643	12707	12770	12834	12898	12963	13027	13093	13158
85	13210	13275	13342	13409	13476	13543	13611	13678	13748	13816
86	13871	13939	14009	14079	14150	14220	14292	14362	14435	14507
87	14565	14636	14709	14783	14858	14931	15007	15080	15157	15232
88	15293	15368	15444	15522	15601	15678	15757	15834	15915	15994

EXHIBIT B

**SANTA ANA CITY EMPLOYEES CHAPTER 1939/
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721
FOR FISCAL YEARS JULY 1, 2015 THROUGH JUNE 30, 2017**

	Assigned 7-Step Salary Rate Range Numbers 7/01/2015 <u>RANGE NO.</u>
<u>JOB TITLE</u>	
ACCOUNTANT I	639
ACCOUNTANT II	667
ACCOUNTING ASSISTANT	588
ACCOUNTING ASSISTANT/SYSTEMS TECHNICIAN	588
ACCOUNTS PAYABLE SUPERVISOR	642
ACTIVE TRANSPORTATION COORDINATOR	678
ASSISTANT BUYER	603
ASSISTANT ENGINEER I	707
ASSISTANT ENGINEER II	721
ASSISTANT FLEET EQUIPMENT TECHNICIAN	583
ASSISTANT INSTRUMENT TECHNICIAN	614
ASSISTANT LIBRARIAN	597
ASSISTANT PARKS/LANDSCAPE PLANNER	648
ASSISTANT PLAN CHECK ENGINEER I	707
ASSISTANT PLAN CHECK ENGINEER II	721
ASSISTANT PLANNER I	648
ASSISTANT PLANNER II	668
ASSISTANT TRAFFIC OPERATIONS ENGINEER	721
ASSOCIATE PARK AND LANDSCAPE PLANNER	698
ASSOCIATE PLAN CHECK ENGINEER	736
ASSOCIATE PLANNER	698
BIBLIOGRAPHIC TECHNICIAN	587
BUILDING INSPECTOR	648
BUILDING MAINTENANCE AIDE	566
BUILDING MAINTENANCE SUPERVISOR	658
BUILDING MAINTENANCE TECHNICIAN	606
BUILDING TECHNICIAN	600
BUSINESS TAX COLLECTOR/INSPECTOR	612
BUYER	652
BUYER/SYSTEMS TECHNICIAN	652
CENTRAL SERVICES SUPERVISOR	612

CODE ENFORCEMENT OFFICER	648
CODE ENFORCEMENT SUPERVISOR	668
CODE ENFORCEMENT TECHNICIAN	600
COMBINATION BUILDING INSPECTOR	648
COMMUNITY DEVELOPMENT ANALYST	663
COMMUNITY DEVELOPMENT COMMISSION SECRETARY	584
COMMUNITY DEVELOPMENT DISTRICT MANAGER	718
COMMUNITY DEVELOPMENT TECHNICIAN	617
COMMUNITY EVENTS SUPERVISOR	673
COMMUNITY LIAISON	669
COMMUNITY SERVICES SUPERVISOR	688
COMPUTER OPERATOR	612
COMPUTER PROGRAMMER	655
COMPUTER SYSTEMS ANALYST/PROGRAMMER	675
CONSTRUCTION INSPECTOR I	648
CONSTRUCTION INSPECTOR II	658
CONTRACTS ADMINISTRATOR	648
CORRECTIONAL RECORDS SPECIALIST	549
CUSTODIAL AIDE/PORTER	511
CUSTODIAN	541
CUSTODIAN SUPERVISOR	593
CUSTOMER SERVICE REPRESENTATIVE	596
DATA ENTRY OFFICE ASST	566
DATA ENTRY OPERATOR	557
DATA ENTRY SPECIALIST	566
DEPUTY CLERK OF THE COUNCIL	607
DOWNTOWN DEVELOPMENT LIAISON	669
ECONOMIC DEVELOPMENT AIDE	617
ECONOMIC DEVELOPMENT SPECIALIST I	668
ECONOMIC DEVELOPMENT SPECIALIST II	698
ECONOMIC DEVELOPMENT SPECIALIST III	728
ELECTRICAL INSPECTOR	648
EMPLOYMENT SERVICES FISCAL SPECIALIST	639
ENGINEERING AIDE	602
ENVIRONMENTAL COORDINATOR	698
EQUIPMENT OPERATOR	607
EQUIPMENT OPERATOR - WATER SERVICES	612
EXECUTIVE SECRETARY	605
FACILITIES SUPERVISOR	658
FLEET PARTS SPECIALIST	623
FLEET SERVICES SUPERVISOR	672
FLEET SERVICES TECHNICIAN I	613

FLEET SERVICES TECHNICIAN II	633
FLEET SERVICES TECHNICIAN III	648
GENERAL MAINTENANCE AIDE	566
GENERAL MAINTENANCE LEADER	627
GENERAL MAINTENANCE SUPERVISOR	658
GENERAL MAINTENANCE WORKER	606
GIS ADMINISTRATOR	693
GIS SYSTEMS ANALYST/PROGRAMMER	675
GRAPHICS DESIGNER I	609
GRAPHICS DESIGNER II	629
HOUSING AUTHORITY AIDE	539
HOUSING AUTHORITY ANALYST	665
HOUSING AUTHORITY COORDINATOR	728
HOUSING AUTHORITY INTAKE SPECIALIST	554
HOUSING AUTHORITY OPERATIONS SUPV.	686
HOUSING PROGRAMS AIDE	577
HOUSING PROGRAMS ANALYST	686
HOUSING PROGRAMS COORDINATOR	728
HOUSING SPECIALIST I	587
HOUSING SPECIALIST II	611
INFORMATION SERVICES REPRESENTATIVE	601
INSTRUMENT TECHNICIAN	628
INTAKE SPECIALIST	554
LANDSCAPE DEVELOPMENT ASSOCIATE	698
LEAD ACCOUNTING ASSISTANT	622
LEAD CORRECTIONAL RECORDS SPECIALIST	591
LEAD POLICE RECORDS SPECIALIST	601
LIBRARIAN	637
LIBRARY AIDE	494
LIBRARY SERVICES ASSISTANT	539
LOAN SPECIALIST	638
MAIL CLERK/MESSENGER	520
MAINTENANCE ASSISTANT	541
MAINTENANCE WORKER I	561
MAINTENANCE WORKER II	581
METER READER COLLECTOR	587
MICRO SYSTEMS PROGRAMMER	683
MICRO SYSTEMS TECHNICIAN	617
NEIGHBORHOOD IMPROVEMENT PROJECTS SPECIALIST	668
NETWORK ENGINEER	723
NETWORK SPECIALIST/WAN SYSTEMS ADMINISTRATOR	683
NPDES MANAGER	708

OFFICE ASSISTANT	539
OFFICE SPECIALIST	514
OFFICE SUPERVISOR	608
PARK MAINTENANCE AIDE	439
PARK MAINTENANCE LEADER	610
PARK RANGER	627
PARK SERVICES INSPECTION SUPERVISOR	658
PARK SERVICES INSPECTOR I	566
PARK SERVICES INSPECTOR II	610
PARKING METER OPERATIONS SUPERVISOR	620
PARKING METER TECHNICIAN I	570
PARKING METER TECHNICIAN II	600
PERMIT PROCESSOR	586
PERMIT SUPERVISOR	668
PERMIT TECHNICIAN	638
PLAN EXAMINER (T)	667
PLANNING ASSISTANT	628
PLANNING COMMISSION SECRETARY	605
PLUMBING INSPECTOR	648
POLICE FISCAL OFFICER	686
POLICE FISCAL SERVICES SUPERVISOR	655
POLICE RECORDS SPECIALIST	559
POLICE RECORDS SUPERVISOR	626
POLICE SYSTEMS SUPPORT ANALYST	703
PRINCIPAL LIBRARIAN	657
PRINCIPAL PROGRAMMER ANALYST	723
PROGRAMMER ANALYST	683
PROJECTS MANAGER	708
PROPERTY CONTROL SPECIALIST	587
PROPERTY REHABILITATION ASSISTANT	587
PUBLIC WORKS CREW LEADER	627
PUBLIC WORKS DISPATCHER	571
PUBLIC WORKS PROJECT MANAGER	759
PUBLIC WORKS PROJECTS SPECIALIST	668
PURCHASING ASSISTANT	577
PURCHASING SPECIALIST	588
PURCHASING SUPERVISOR	697
RECEPTIONIST	554
RECORDS SPECIALIST	582
RECREATION LEADER	527
RECREATION PROGRAM COORDINATOR	607
REPROGRAPHIC EQUIPMENT OPERATOR	546

RESIDENTIAL CONSTRUCTION SPECIALIST	648
REVENUE AND CONTRACT COMPLIANCE AUDITOR	667
REVENUE AND CONTRACT COMPLIANCE EXAMINER	667
REVENUE PROCESSING ASSISTANT	557
REVENUE SUPERVISOR	642
SAFETY COORDINATOR	695
SANITATION INSPECTOR I	597
SANITATION INSPECTOR II	638
SECRETARY	584
SECURITY ELECTRONICS TECHNICIAN	661
SENIOR ACCOUNTANT	686
SENIOR ACCOUNTING ASSISTANT	603
SENIOR ACCOUNTING ASSISTANT/SYSTEMS TECHNICIAN	603
SENIOR ASSISTANT ENGINEER	736
SENIOR BUILDING INSPECTOR	668
SENIOR CIVIL ENGINEER	759
SENIOR COMBINATION BUILDING INSPECTOR	668
SENIOR COMMUNITY DEVELOPMENT ANALYST	692
SENIOR CORRECTIONAL RECORDS SPECIALIST	576
SENIOR DEPUTY CLERK OF THE COUNCIL	637
SENIOR ELECTRICAL INSPECTOR	668
SENIOR ELECTRICAL SYSTEMS SPECIALIST	668
SENIOR ENGINEER	759
SENIOR FLEET SERVICES SUPERVISOR	692
SENIOR GRADING SPECIALIST	668
SENIOR HOUSING SPECIALIST	649
SENIOR LAND SURVEYOR	769
SENIOR LIBRARIAN	642
SENIOR LIBRARY TECHNICIAN (T)	597
SENIOR OFFICE ASSISTANT	566
SENIOR OFFICE SPECIALIST	539
SENIOR PARK SERVICES INSPECTION SUPERVISOR	688
SENIOR PLAN CHECK ENGINEER	759
SENIOR PLANNER	718
SENIOR PLUMBING INSPECTOR	668
SENIOR PLUMBING/MECHANICAL SYSTEMS SPEC.	668
SENIOR POLICE RECORDS SPECIALIST	586
SENIOR PROGRAMMER ANALYST	703
SENIOR RECEPTIONIST	584
SENIOR RESIDENTIAL CONSTRUCTION SPECIALIST	668
SENIOR SYSTEMS ADMINISTRATOR	675
SENIOR TRAFFIC ENGINEER	759

SENIOR TRANSPORTATION ANALYST	759
SENIOR WATER SERVICES SUPERVISOR	693
SENIOR WATER SYSTEMS OPERATOR	648
STOCK CLERK	582
STOREKEEPER	617
STORES AND CITY YARD PROPERTY SPECIALIST	617
STORMWATER COORDINATOR	678
STREET LIGHTING MAINTENANCE WORKER	617
STREET MAINTENANCE SUPERVISOR	658
STREET PAINTER	601
SUPERVISING ACCOUNTANT	708
SUPERVISING BUYER	682
SUPERVISING LIBRARY SERVICES ASSISTANT	571
SUPERVISING PARK RANGER	652
SURVEY PARTY CHIEF	681
SURVEY PARTY TECHNICIAN I	617
SURVEY PARTY TECHNICIAN II	648
SYSTEMS ADMINISTRATOR	643
SYSTEMS SUPPORT ANALYST	703
SYSTEMS TECHNICIAN	583
TELECOMMUNICATIONS COORDINATOR	685
TELECOMMUNICATIONS CUSTOMER SERVICE REP.	596
TENANT SERVICES TECHNICIAN	584
TREASURY SERVICES SPECIALIST	627
TREASURY SERVICES SUPERVISOR	642
TREE MAINTENANCE SUPERVISOR	658
TREE TRIMMER	601
UTILITIES BILLING/SYSTEMS TECHNICIAN	596
VIDEO TECHNICIAN	639
WATER SERVICES CREW LEADER	632
WATER SERVICES METER REPAIRER I	591
WATER SERVICES METER REPAIRER II	611
WATER SERVICES QUALITY COORDINATOR	683
WATER SERVICES QUALITY INSPECTOR	643
WATER SERVICES QUALITY SUPERVISOR	663
WATER SERVICES SUPERVISOR	663
WATER SERVICES UTILITY INSPECTOR	643
WATER SERVICES WORKER I	566
WATER SERVICES WORKER II	586
WATER SYSTEMS OPERATOR I	594
WATER SYSTEMS OPERATOR II	614
WATER SYSTEMS OPERATOR III	628

WEB SYSTEMS TECHNICIAN	583
WEBSITE ENTRY SPECIALIST	557
WORK CENTER COORDINATOR	728
WORKFORCE SPECIALIST I	583
WORKFORCE SPECIALIST II	608
WORKFORCE SPECIALIST III	628
WORKFORCE SPECIALIST IV	683
YOUTH SERVICES TECHNICIAN	577
ZOO ANIMAL REGISTRAR	588
ZOO CURATOR	637
ZOO CURATOR OF EDUCATION	637
ZOO EDUCATION SPECIALIST	588
ZOO KEEPER AIDE	498
ZOO KEEPER I	558
ZOO KEEPER II	588

(T) designates a “terminal” classification. A position classification that has been designated as “terminal” by formal City Council action will be deleted from the City’s Basic Classification and Compensation Plan when vacated by its last remaining incumbent. No new appointments may be made to a classification that has been so assigned.

Exhibit C

RESOLUTION NO. 81-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA ANA RELATING TO EMPLOYER-EMPLOYEE RELATIONS
IN THE PUBLIC SERVICE OF THE CITY OF SANTA ANA

WHEREAS, the Council of the City of Santa Ana declares that it is the public policy of the City to maintain and enhance its administration of employer-employee relations and to protect the public by assuring at all times the orderly and uninterrupted operations and services of City government; and

WHEREAS, the City of Santa Ana desires to establish uniform and orderly methods of communication between the City and its employees, including provisions for (a) recognizing the rights of employees to join organizations of their own choosing for the purpose of representation on matters affecting employee relations or to represent themselves individually in dealing with the City; and (b) establishing equitable and uniform rules and procedures to provide for the orderly and systematic presentation, consideration and resolution of employer-employee relations matters; and

WHEREAS, the City of Santa Ana has met and conferred in good faith with representatives of the Santa Ana City Employees' Association; Santa Ana Police Benevolent Association; Santa Ana Firemen's Benevolent Association; and the American Federation of State, County and Municipal Employees, AFL-CIO, which are the only employee organizations known to the City to have among their members employees of the City, concerning the rules and regulations for the administration of employer-employee relations set forth herein; and

NOW, THEREFORE, the City Council of the City of Santa Ana does hereby resolve as follows:

Section 1: Title of Resolution

This Resolution shall be known as the "Employer-Employee Relations Resolution of the City of Santa Ana".

Section 2: Definitions

As used in this Resolution, the following terms shall have the meanings indicated:

APPROPRIATE UNIT - means a unit of employee classifications or positions established pursuant to Section 11 of this Resolution.

CITY - means the City of Santa Ana, a municipal corporation, and where appropriate herein, "City" refers to the City Council or any duly authorized management employee as herein defined.

DAY - means calendar day unless expressly stated otherwise.

EMPLOYEE - means any person regularly employed by the City on a full time basis except those persons elected by popular vote.

EMPLOYEE, CONFIDENTIAL - means an employee who is assigned to perform work directly involved in the development, preparation or presentation of management positions with respect to employer-employee relations.

EMPLOYEE, MANAGEMENT - means any employee having responsibility for formulating, administering or managing the implementation of City policies or programs, including but not limited to, department and assistant department heads, division heads, and professional administrative staff employees employed to render advice and assistance pertaining to the conduct of legal, fiscal, budgetary, personnel management and employer-employee relations affairs of the City.

EMPLOYEE, PROFESSIONAL - means a classification of employees engaged in work (a) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work; (b) involving the constant exercise of discretion and judgment in its performance; and (c) requiring knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education, or from an apprenticeship or from training in the performance of routine, mental, manual or physical processes.

EMPLOYEE, SUPERVISORY - means any employee, regardless of job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to evaluate or review their grievances, or effectively to recommend such actions, if in connection with any of the foregoing, the exercise of such responsibility is not of merely routine or clerical nature, but requires the use of independent judgment.

EMPLOYEE ORGANIZATION - means any lawful organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City; provided, however, that said organization has no restrictions on membership based on race, color, creed, sex or national origin.

EMPLOYEE RELATIONS OFFICER - means the City's principal representative in all matters of employer-employee relations designated pursuant to Section 3 hereof, or his duly authorized representative.

EMPLOYER-EMPLOYEE RELATIONS - means the relationship between the City and its employees and their employee organization, or when used in a general sense, the relationship between City management and individual employees or employee organizations.

GRIEVANCE - means a dispute, claimed by an employee, group of employees or a recognized employee organization concerning the meaning, application, or enforcement of any of the provisions of the City's Employer-Employee Relations Policy or of a memorandum of understanding; and for which specific hearing or appeal procedure is not otherwise provided, or is not specifically withheld, by civil service rule, ordinance, resolution, charter provision, or memorandum of understanding.

IMPASSE - means that the representatives of the City and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences concerning matters on which they are required to meet and confer, remain so substantial that further meeting and conferring would not be likely to result in an agreement.

MEDIATION OR CONCILIATION - means the efforts of an impartial third person or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. Mediation and conciliation are interchangeable terms.

MEET AND CONFER IN GOOD FAITH - (sometimes referred to herein as "meet and confer" or "meeting and conferring") - means the performance by duly authorized City representatives and duly authorized representatives of a recognized employee organization of their mutual obligation personally to meet and confer in good faith promptly upon the request of either party and continue for a reasonable period of time in order to exchange freely information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the City of its final budget for the ensuing year. This does not require either party to agree to a proposal or to make a concession.

MEMORANDUM OF UNDERSTANDING - means a written memorandum of the agreement between the City and a recognized employee organization reached through meeting and conferring.

PEACE OFFICER - means an employee of the Santa Ana Police Department whose principal duties consist of active law enforcement and who is designated as a "peace officer" as that term is defined in Section 830, California Penal Code, except that, for purposes of this Resolution only, "peace officer" does not mean a park patrolman, security guard or a member of the fire department, whether the latter be serving as a member of an arson investigating unit, as a deputy or assistant state fire marshal, or in any capacity wherein the member would have the status of peace officer for purposes other than that of this Resolution.

RECOGNIZED EMPLOYEE ORGANIZATION - means an employee organization which has been granted formal recognition by the Employee Relations Officer as the employee organization which has the right to meet and confer in good faith as the majority representative of all members of an appropriate representation unit pursuant to Section 11 hereof, except those employees in such unit who have exercised their right not join an employee organization and who choose to represent themselves individually with the City, or has been designated through a secret ballot election as the exclusive representative of the employees in an appropriate representation unit pursuant to Section 11 of this Resolution.

SCOPE OF REPRESENTATION - means those matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Section 3: Designation of the City's Employee Relations Officer

The City Council hereby designates the City Manager as the Employee Relations Officer who shall be the City's principal representative on all matters of employer-employee relations, with authority to meet and confer in good faith on matters within the scope of representation, and to administer all provisions of this Resolution and the employee relations rule and procedures adopted pursuant thereto. The Employee Relations Officer is authorized to delegate his duties and responsibilities.

Section 4: Meet and Confer in Good Faith - Scope

City representatives and representatives of formally recognized employee organizations having exclusive representation rights, have the mutual obligation personally to meet and confer in good faith in order to exchange freely information, opinions and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the City of its final budget for the ensuing year.

The City shall not be required to meet and confer in good faith on a subject preempted by Federal or State law or by the City Charter.

Section 5: Notice

The City will give reasonable written notice to each recognized employee organization affected by any ordinance, rule, resolution, or regulation relating to matters within the scope of representation proposed to be adopted by the City, and each such organization shall be given the opportunity to meet and confer with the Employee Relations Officer prior to such adoption.

In cases of emergency when the City determines that an ordinance, rule, resolution, or regulation relating to matters within the scope of representation must be adopted immediately without prior

notice or meeting with recognized employee organization, the Employee Relations Officer shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

Section 6: Petition for Recognition

An employee organization that seeks to be formally acknowledged as the Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

Name and address of the employee organization.

Names and titles of its officers.

Names and titles of employee organization representatives who are authorized to speak on behalf of the organization.

A statement that the employee organization has, as one of its primary purposes, representing the employees in their employment relations with the City.

A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with, a regional or state, or national or international organization, and, if so, the name and address of each such regional, state or international organization.

Certified copies of the employee organization's constitution and bylaws, including all amendments thereof.

A designation of those persons, not exceeding three in number, and their addresses, to whom sent by first class or certified United States mail will be deemed sufficient notice on the employee organization.

A statement that the employee organization is cognizant of the provisions of Section 3509 of the Meyer-Miliias-Brown Act.

A statement that the employee organization has no restriction on membership based on race, color, creed, sex, or national origin.

A description of the composition of the unit or units claimed to be appropriate, including the job classifications of employees and the number of member employees therein, as well as a statement of reasons why the unit or units is or are considered to be appropriate.

A statement that the employee organization has in its possession written proof, dated by the signer within six (6) months of the date upon which the petition is filed, to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee

organization to represent them in their employment relations with the City. Such written proof shall be made in such language and form as the Employee Relations Officer shall prescribe and shall be submitted for confirmation to the Employee Relations Officer to a mutually agreed upon disinterested third party. Notwithstanding the above, the Employee Relations Officer, in his sole discretion, may accept employee dues deduction authorization, using the payroll register for the period immediately preceding the date of filing of a Petition of Recognition, as proof of employee support for the petitioning organization, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization, unless it can otherwise be shown that the dues deduction for the petitioning organization is the only one which provides full membership rights and privileges, including the right to vote.

A request that the Employee Relations Officer recognize the petitioning employee organization as the Recognized Employee Organization representing the employees in the unit(s) claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representation.

The Petition, including all accompanying documents, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it. The Employee Relations Officer may require additional information as required by this Resolution to be included in the Petition.

The Employee Relations Officer shall give prompt written notice of the filing of a Petition to any recognized employee organization affected thereby.

Section 7: City Response to Recognition Petition

Upon receipt of the Petition, the Employee Relations Officer shall within ten (10) days determine whether:

There has been compliance with the requirements of the Recognition Petition; and

The proposed representation unit is an appropriate unit in accordance with Section 11 of this Resolution.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he shall within ten (10) days after making said determination, inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall meet and discuss the matter with such petitioning employee organization, and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing. The petitioning employee organization may appeal such determination in accordance with Section 13 of this Resolution.

Section 8: Open Period for Filing Challenging Petition(s)

Within thirty (30) days of the date written notice was given to affected employees that a valid Recognition Petition(s) for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some but not all the classifications or positions set forth in the Recognition Petition being challenged), by filing a petition(s) evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 6 of this Resolution. If such challenging petition(s) seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Section 11 of this Resolution. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 13 of this Resolution.

Section 9: Election Procedure

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s) in accordance with its rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Resolution shall be included on the ballot. The choice of "no organization" shall also be included on the ballot. Employees entitled to vote in such election shall be those persons employed full time in regular, permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of election. An employee organization shall be formally acknowledged as the Recognized Employee Organization for the designated appropriate unit following an election or runoff election if it received a numerical majority of all valid votes cast in the election. If an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a runoff election shall be conducted between the two choices receiving the largest number of valid votes cast (that is, either between two employee organizations, or one employee organization and no representation); the rules governing an initial election being applicable to a runoff election, except that the runoff election shall be held within fifteen (15) days following the certification of the initial election results.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12 month period affecting the same unit. In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Conciliation Service. Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

In cases where a Memorandum of Understanding between the City and an employee organization is in effect on the effective date of this Resolution, it shall be presumed for the duration of the Memorandum of Understanding that the unit set forth in the Memorandum of Understanding is appropriate and that the employee organization is the majority representative of the employees covered therein. Unless a petition is filed pursuant to Section 12 below, it shall be presumed that when said Memorandum of Understanding terminates the employee organization shall continue to be a majority representative of employees covered by said Memorandum of Understanding for the purposes of meeting and conferring regarding matters within the scope of representation; provided, however, the employee organization files with the City the information required by Section 6(a), 1 through 13 of this Resolution. Nothing contained herein shall preclude an employee organization from filing a petition for recognition pursuant to Section 6 or Section 10 of this Resolution at the expiration of Memoranda of Understanding which expire on June 30, 1981.

Section 10: Procedure for Decertification of Recognized Employee Organization

A Decertification Petition alleging that the incumbent Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred eighty (180) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

The name, address and telephone number of the petitioner and a designated representative authorized to receive notices of requests for further information.

The name of the established appropriate unit and of the incumbent Recognized Employee Organization sought to be decertified as the representative of that unit.

An allegation that the incumbent Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

Proof of employee support that a majority of the employees in the established appropriate unit no longer desires to be represented by the incumbent Recognized Employee Organization. Such

proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.

The Employee Relations Officer can only accept those petitions which 1) request decertification of the current formally recognized employee organization and 2) do not request to carve out another unit from the already established appropriate unit.

An employee organization may file a Petition under this Section in the form of a Recognition Petition that conforms to the requirements of Section 6 of this Resolution in satisfaction of the Decertification Petition requirements hereunder.

The Employee Relations Officer shall initially determine whether the Decertification Petition or Recognition Petition, if any, have been filed in compliance with the applicable provisions of this Resolution. If his determination is in the negative, he shall offer to consult thereof with the representative(s) of such petitioning employees or employee organization, and if such determination thereafter remains unchanged, shall return such Petition(s) to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 13 of this Resolution.

If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he shall give written notice of such Decertification of Recognition Petition to the incumbent Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification, and if an accompanying Recognition Petition was duly filed, and, in the event decertification of the incumbent Recognized Employee Organization is voted, the question of representation. Such election shall be conducted in conformance with Section 9 of this Resolution.

The cost of any election proceeding under the provisions of this Section shall be borne entirely by the employee organization(s) challenging the incumbent recognized employee organization.

An employee organization which displaces another employee organization as a formally recognized employee organization following an election conducted pursuant to this Section shall assume any existing Memorandum of Understanding then in effect as a condition of recognition and said Memorandum of Understanding shall remain in full force and effect for the balance of the term thereof.

Section 11: Policy and Standards for Determination of Appropriate Units

The basic policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on 1) the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public and 2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

History of representation in the City and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

The effect of the proposed unit on efficient operations of the City and the compatibility of the unit with the responsibility of the City and its employees to serve the public.

The effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

Effect on the classification structure and impact on the stability of the employee relationship of dividing a single or related classification among two or more units.

Notwithstanding the foregoing, management employees shall only be included in a unit consisting solely of management employees and confidential employees shall be included in a unit consisting solely of confidential employees.

When the City establishes new classifications or positions, or modifies the job content of an existing classification or position, the Employee Relations Officer shall, after notice to and consultation with all affected employee organizations, determine which, if any, representation unit shall include such new or modified classification(s) or position(s).

Section 12: Procedure for Modification of Established Appropriate Units

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section 10 of this Resolution. Such requests shall be submitted in the form of a Recognition Petition, and, in addition to the requirements set forth in Section 6 of this Resolution, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 11 hereof. The Employee Relations Officer shall process such petitions as other Recognition petitions under this Resolution.

The Employee Relations Officer may on his motion propose, during the period specified in Section 10 of this Resolution, that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section 11 of this Resolution, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 13 of this Resolution. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Recognized Employee Organization for such new appropriate unit or units pursuant to Section 6 hereof.

Section 13. Appeals

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer under this Resolution may, within ten (10) days of notice thereof, appeal such determination to the City Council for final decision.

An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Section 6); Challenging Petition (Section 8) or Decertification Petition (Section 10) or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Section 10) has not been filed in compliance with the applicable provisions of this Resolution, may, within fifteen (15) days of notice of such determination, appeal the determination to the City Council for final decision.

Appeal to the City Council shall be filed in writing with the City Clerk, and a copy thereof served on the Employee Relations Officer. The City Council shall commence to consider the matter within thirty (30) days of the filing of the appeal, and shall render a final and binding decision regarding the resolution of the disputed issue(s) raised by the appeal after each party involved has been given an opportunity, during a public meeting, to present written and oral arguments in support of their respective positions and, if the City Council so desires, after any future investigation or review of the matter as it may deem appropriate. The City Council, may, in its discretion, refer the dispute to a third party hearing process for the purpose of seeking an advisory determination prior to making its final decision regarding the resolution of the dispute.

Section 14: Submission of Current Information by Recognized Employee Organizations

All changes in the information filed with the City by a Recognized Employee Organization under Items 1 through 13 of its Recognition Petition under Section 6 of this Resolution shall be submitted in writing to the Employee Relations Officer within fifteen (15) days of such change.

Section 15: Payroll Deductions on Behalf of Employee Organizations

Upon formal acknowledgment by the City of a Recognized Employee Organization under this Resolution, only such Recognized Employee Organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization upon the written authorization of employees in the unit represented by Recognized Employee Organization on forms provided therefore by the City. The providing of such service to the Recognized Employee Organization by the City shall be contingent upon and in accordance with the provisions of Memorandum of Understanding and/or applicable administrative procedures.

Section 16: Employee Organization Activities - Use of City Resources

Access to City work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memorandum of Understanding and/or administrative procedures; shall be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and shall not interfere with the efficiency, safety and security of City operations.

Section 17: Administrative Rules and Procedures

The Employee Relations Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Section 18: Initiation of Impasse Procedures

If the meet and confer process has reached impasse as defined in this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such impasse meeting shall be:

To identify and specify in writing the issue or issues that remain in dispute;

To review the position of the parties in a final effort to resolve such disputed issue or issues; and

If the dispute is not resolved, to discuss arrangement for the utilization of the impasse procedures provided herein.

Section 19: Impasse Procedures

Impasse procedures are as follows:

If the parties so agree, the issue or issues at impasse shall be submitted directly to the City Council for determination.

If they do not agree within seven (7) days following the conclusion of the impasse meeting set forth in Section 18 above, either party may submit the impasse to mediation.

All mediation proceeding shall be private and the mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

If the parties are unable to agree on a mediator after a reasonable period of time, they shall select the mediator from a list of three names to be provided by the State Conciliation Service, or if that agency for any reason shall fail to provide such list, by the American Arbitration Association.

Upon receipt of such list, the parties shall alternately strike names from the list until a single name remains who shall become the mediator. The priority of striking names shall alternate from one party to the other each time impasse procedures are invoked by the same parties. The employee organization or the City shall commence this process in an order determined by lot striking the first name from such list of names in any initial mediation.

The cost of the mediator, if any, shall be shared equally by both parties.

If the parties have failed to resolve all their disputes through mediation within fifteen (15) days after the mediator commenced meetings with the parties, the parties may agree to submit the issues in dispute directly to the City Council. In that event, the City Council shall finally determine the issues after conducting a public hearing thereon and after such further investigation of the relevant facts as it may deem appropriate.

If the parties have exhausted the mediation process, the matter shall be submitted to the City Council for resolution.

Section 20: Construction

This Resolution shall be administered and construed as follows:

Nothing in this Resolution shall be construed to deny to any person, employee, organization, the City, or any authorized officer, body or other representative of the City, the rights, powers and authority granted by Federal or State law or City Charter provisions.

Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or

employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout, other total or partial stoppage or slowdown of work or any other interference with the conduct of the City's operations.

Nothing contained in this Resolution shall abrogate any written Memorandum of Understanding between any employee organization and the City in effect on the effective date of this Resolution. All such agreements shall continue in effect for the duration of the term specified therein unless modified or rescinded by mutual agreement of the parties thereto.

Whenever written notice is required by this Resolution, such notice shall deem to have been received on the day immediately following the day on which it was mailed (excluding Saturdays, Sundays, and holidays on which the offices of the City are closed) provided the same was sent by first class or certified mail, postage prepaid to the City at 20 Civic Center Plaza, Santa Ana, California 92701, or to any employee organization at its last address furnished to the City.

Section 21: Severability

In any section, subsection, sentence, clause or phrase of this Resolution, or the application of such portion to any person or circumstance, shall be held invalid by a decision of any court of competent jurisdiction, the remainder of this Resolution, or the application of such portion to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any or more sections, subsections, sentences, clauses or phrases be declared invalid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Ana: that this Resolution shall be operative from and after May 18, 1981. ADOPTED this 18th day of May, 1981, by the following vote:

AYES: Acosta, Bricken, Griset, Luxembourger, Markel, McGuigan, Serrat

EXHIBIT D

9/80 HARDSHIP CLAIM

Name: _____

Division/Section: _____

Position: _____

Work Telephone Number: _____

Supervisor Name and Telephone: _____

Work Hours: _____

Proposed Work Hours: _____

HARDSHIP CLAIMED: _____

OPTIONS EXPLORED BY EMPLOYEE TO RESOLVE PERSONAL HARDSHIP: _____

EMPLOYEE'S PROPOSED SOLUTION: _____

SUPERVISOR'S NEEDS AND CONCERNS: _____

COMMITTEE'S RECOMMENDATION TO DEPARTMENT HEAD: _____

City of Santa Ana

Full-Time Employees

July 1, 2015, through June 30, 2017



SEIU Local 721

1545 Wilshire Blvd Ste 100

Los Angeles CA 90017-4510

Questions? Call the Member Connection (877) 721-4YOU

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