

# LETTER OF AGREEMENT

BETWEEN

CITY OF SANTA ANA

AND

SANTA ANA CITY EMPLOYEES, CHAPTER 1939/

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

This Letter of Agreement ("Agreement") between the City of Santa Ana ("City") and the Santa Ana City Employees Association, Chapter 1939/Service Employees International Union Local 721 ("Union") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, the parties have met and conferred over a holiday closure for 2018;

**WHEREAS**, this holiday closure will result in closure of City Hall and all other City departments (with the exception of the Police Department and the Santa Ana Zoo) on the following days, which but for the holiday closure would be workdays: December 26, 27 and 31, 2018, as well as December 28, 2018 (a Friday) for those employees who would not otherwise be scheduled off work on December 28, 2018; and

**WHEREAS**, this Agreement only applies to the Union's Full-Time Unit and Part-Time Civil Service Unit in the City; and

**WHEREAS**, as a result of the Parties' meet and confer, the following sets forth the Parties' agreements:

1. The Parties agree to a holiday closure for 2018 only. Per this closure, unless specifically excluded from participation in the closure, all unit employees will be off work as follows:
  - December 24 and 25, 2018 on City-observed holidays per the Parties' MOU;
  - December 26 and 27, 2018 per this Agreement;
  - December 28, 2018 per this Agreement for those employees who would otherwise be scheduled to work on December 28, 2018 (for many employees on a 9/80 work schedule, December 28, 2018 is their alternating regular day off);
  - December 31, 2018 per this Agreement;
  - January 1, 2019 as a paid City observed holiday per the Parties' MOU.

Employees scheduled to work on January 2, 2019 will return to work on that day.

2. Employees scheduled to work on Friday, December 28, 2018 shall have the option of using leave (as addressed below in paragraph 3) to cover their regular work day as that day is part of the holiday closure or they may work their regular hours on Friday, December 21, 2018 (which would otherwise be their alternating regular day off) and have Friday, December 28, 2018 as their alternating regular day off for that pay period only.
3. On each of the holiday closure days (December 26, 27 and 31, 2018 as well as December 28, 2018 for those employees scheduled to work on December 28, 2018 who do switch their alternating regular day off and work on December 21, 2018), employees may use any of the following accrued leaves (if employees have such leaves): vacation, compensatory time off, or holiday leave.

Employees are not permitted to use sick leave for holiday closure days, unless they comply with the requirements of paragraph 4 below.

Employees shall also have the option of not using leave for any or all of the holiday closure days and taking the day(s) off as an absence without pay.

4. For any of the holiday closure days, if an employee wishes to convert the paid leave they have chosen to sick leave to cover the day(s), he/she must produce a physician's certification for the day(s).

This additional certification is not required for employees with approved advance sick leave usage due to FMLA/CFRA/PDL (or any other protected leave).

5. If an employee does not have enough accrued paid leave (as authorized to be used above in paragraph 3) to cover the days off during the holiday closure (or any portion thereof or due to an upcoming pre-planned vacation), he/she may request an advance credit of the paid leave time (floating holiday and vacation only) he/she will earn in 2019.

Such advance credit shall begin to be repaid starting with the pay period following the holiday closure. The annual floating holiday credited on 1/1/2019 shall be the first full hours repaid (i.e., the employee will not actually earn the floating holiday and those hours will be credited towards what the employee owes to cover the leave hours used during the holiday closure). Starting with the next pay period, vacation hours shall be repaid at the rate of fifty percent (50%) of the employee's accrual rate (i.e., an employee who accrues ten (10) hours per month shall repay the advance credit at a rate of five (5) hours per month) until the advance credit is fully repaid.

6. An employee assigned to standby while using leave for the holiday closure shall receive an additional three dollars and fifty-two cents (\$3.52) per hour (as addressed in Article 5.4(D) of the Parties' MOU) for each regularly scheduled work hour (i.e., during those hours of the day which cut across his/her regular work hours) while assigned to standby as follows:

- a. For December 26, 27 and 31, 2018.

- b. For December 28, 2018 this additional pay only applies to those employees on standby who are using leave for the holiday closure because it is their regular work day and they have chosen not to work on December 21, 2018 as addressed in paragraph 2 above.

These employees, like all employees subject to the holiday closure, shall still use paid leave to cover their regular shift while remaining in standby mode and available for callback. However, if an employee is recalled during their regular work hours, the time spent on recall shall be deducted from the paid leave for that day (i.e., an employee who is regularly scheduled to work 6:30 a.m. - 4:00 p.m. on December 26, 2018 shall use nine (9) hours of accrued leave (i.e., vacation) to cover that day. If that employee is recalled from 8:00 a.m. - 10:00 a.m., he/she will only have seven (7) hours of vacation deducted from his/her vacation accrual).

7. Section 6.7 of the Parties' MOU provides as follows:

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, or double times the normal hourly pay rate for City-observed holidays, 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.

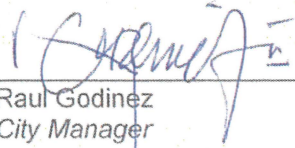
The Parties acknowledge that per Section 6.7 of their MOU, an employee subject to this holiday closure who is recalled to active duty on one of the holiday closure days (December 26, 27 and 31, 2018 and for those employees for whom December 28, 2018 is a regular work day who have not switched their regular day off per paragraph 2 above) regardless if recalled during his/her regularly scheduled work hours or outside of his/her regularly scheduled work hours, or whether he/she has used paid leave during the defined FLSA workweek, shall be paid at the rate of one and one-half (1½) times his/her hourly rate of pay with a minimum of three (3) hours of regular pay.

Per the Parties' MOU, the double time (2X) rate shall only be paid on the City-observed holidays. During the period when employees are off during the holiday closure, those holidays occur on December 24 & 25, 2018 and January 1, 2019.

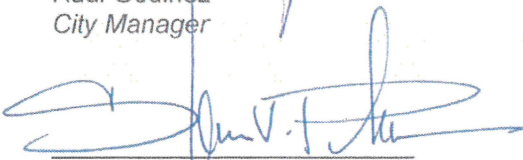
8. By Friday, December 7, 2018, the City will provide the Union with a confirmed full list of all worksites, departments/agencies, positions, classifications and/or individuals to be excluded from the holiday closure (i.e., in addition to all employees in the Police Department and at the Santa Ana Zoo, the specific number of positions/classifications in the Fleet Services Division of the Finance Department, etc. if individual employees need to be scheduled to work during the days of the holiday closure).

The Union reserves the right to meet & confer on any new additions (other than those already listed above) proposed by the City after December 4, 2018 (if any) to this list of exclusions.

FOR THE CITY OF SANTA ANA


  
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Raul Godinez  
City Manager

12.4.2018  
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Date

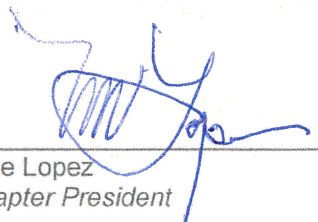
  
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Steven V. Pyam  
Executive Director, Human Resources

Dec. 04, 2018  
\_\_\_\_\_  
Date

FOR THE SANTA ANA CITY EMPLOYEES, CHAPTER 1939/SERVICE  
EMPLOYEES INTERNATIONAL UNION LOCAL 721

  
\_\_\_\_\_  
Wendy Thomas  
SEIU 721 Chief Negotiator

12/05/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mike Lopez  
Chapter President

12.05.2018  
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Date