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**JANUARY 1, 2019 THROUGH JUNE 30, 2022**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF SANTA ANA**

**AND**

**CONFIDENTIAL ASSOCIATION OF THE CITY OF SANTA ANA**

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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 Confidential Association of Santa Ana (hereinafter called "CASA") as the majority representative of the bargaining unit which includes all full-time and designated Part-Time Civil Services (PTCS) employees employed by the City of Santa Ana in classifications heretofore designated as "confidential" and which are listed in Exhibit A of this Memorandum of Understanding ("MOU").
- 1.2 Notwithstanding the following provisions of this MOU, the parties agree that they have intended nothing herein to entitle, alter or award Civil Service rights or privileges to any employee represented by CASA who is in the Excepted (Exempt) Service of the City of Santa Ana.
- 1.3 During the term of this MOU, no substantive issue of representation shall be raised contrary to this MOU except as provided in this MOU or in Resolution No. 81-75, the Employer-Employee Relations Resolution of the City of Santa Ana (refer to Exhibit B).
- 1.4 The term "employee" or "employees" as used herein shall refer only to full-time and designated Part-Time Civil Service CASA employees of the City, in the employee classifications listed in Exhibit A of this MOU, as well as such classifications as may be added hereinafter by resolution of the City Council.
- 1.5 It is the purpose of this MOU to promote and provide for harmonious relations, cooperation and understanding between the City and employees covered by this MOU. It sets forth the full and entire understanding reached in good faith negotiations regarding the wages, hours, terms and conditions of employment of employees covered by this MOU, which the parties intend to submit jointly and recommend for approval to the City Council of the City of Santa Ana.
- 1.6 Employees with classifications designated as Part-Time Civil Service (PTCS) within this Bargaining Unit are covered under all sections of this MOU. PTCS employees will work between 20 and 39 hours per week.

## ARTICLE II

### 2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and CASA agree that they shall not discriminate against any employee because of race, color, gender, sexual orientation/association or perception, age, national origin, ancestry, disability, medical condition, marital status, pregnancy, childbirth or related medical conditions, genetic information, political or religious opinions or affiliations, or CASA membership. The City and CASA 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 IMPLEMENTATION

- 3.1 The parties agree that this MOU shall not be binding upon the parties until the City Council:
- A. Acts, by majority vote, to formally approve this MOU; and
  - B. Acts to appropriate the necessary funds required to implement the provisions of this MOU that require funding.
- 3.2 Notwithstanding the foregoing, in the event the City Council fails to take all actions necessary to implement this MOU in a timely manner, the parties understand that they may mutually agree to implement appropriate provisions of this MOU that do not require specific approval by the City Council.
- 3.3 Implementation shall be effective as of the date the MOU is formally approved by the City Council. If the parties fail to agree to implement provisions of this MOU not requiring City Council approval, then negotiations shall resume upon the request of either party.

## ARTICLE IV

### 4.0 ATTENDANCE, WORKDAY & WORKWEEK

- 4.1 Attendance. Employees covered by this MOU shall be in attendance at their work during hours prescribed by the Department Head or his or her designee(s) and shall not absent themselves without approval of the Department Head or his or her designee(s).
- 4.2 Hours of Work. Eight (8) hours of work shall constitute a normal workday and forty (40) hours of work shall constitute a minimum workweek, except for employees for whom special schedules have been approved by the City Manager.
- A. 4/10 Work Schedule. The Department Head, with the approval of the City Manager, may assign employees to a workweek consisting of four (4) ten-hour (10-hour) days with an additional one-half (1/2) or one (1) hour for unpaid lunch, as negotiated with CASA. 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. 9/80 Work Schedule. The work schedule described below is known as the "9/80" work schedule. 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 shall 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 shall 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 (80) over nine (9) days in a two-week period. An employee shall work eight (8) days for

nine (9) hours per day and one day for eight (8) 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 shall be able to flex their Friday start time nor the time they take their lunch break, which shall 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 (4) nine-hour work days (thirty-six hours) and one (1) four-hour Friday for a total of forty (40) work hours in each work week (e.g., the Friday is split into four (4) hours for the first shift, which is charged to work week one, and four hours (4) for the second shift, which is charged to work week two).
- c. Work Schedule Changes. Employees shall not be permitted to change their work schedules without prior approval of their supervisor and Department Head.
- d. Modifications of the FLSA Work Week. Modifications of the FLSA work week period are not permitted unless authorized by the Executive Director of Human Resources 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.

4.3 9/80 Schedule Hardship Claims. Any employee having been authorized to work the "9/80" work schedule who subsequently encounters a personal hardship with his or her work hours may request an accommodation from his

or her Department Head. A "hardship request" shall be limited to an employee's authorized hours of work. An accommodation shall be considered only after the employee has exhausted all other personal options to resolve the hardship.

If the employee is unable to resolve his or 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 the claim or assign a manager to investigate and recommend a resolution of the hardship claim. The manager may recommend one of the following:

- A. Approve an appropriate flex schedule that does not disrupt the department's ability to deliver its services or that does not create disruption in the work unit; or
- B. Disapprove the employee's proposed solution to resolve the hardship; or
- C. 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.

- D. Hardship Claims. The following process shall apply to CASA employees on a 9/80 schedule with hardship concerns:
  - 1. Employees shall be required to explore and exhaust all personal options to resolve the hardship. The employee's efforts to resolve his or her personal situation must be explained on the form.
  - 2. An employee claiming an ongoing hardship due to the 9/80 work schedule should submit a hardship claim form (Exhibit C of this MOU) to the Department Head through his or her manager. The Department Head may authorize an accommodation after reviewing the claim or may assign a manager to investigate and recommend a resolution.
  - 3. If, according to the employee, the hardship claim was not resolved through the Department Head's recommendation, the employee may submit the claim form to the Human Resources



Department, M-24. A Hardship Committee shall be established to assist in the resolution of hardship claims and meets on an as-needed basis. The Hardship Committee will review the claim and make a recommendation to the Department Head.

4. Hardship claims due to health reasons, either the employee's or a dependent's, must be supported by medical verification signed by the employee's or dependent's private physician.
5. In cases where a hardship exists, as determined by the Hardship Committee, efforts will be made to identify alternatives with due regard to the employee's request but, with particular concern to the needs of the department. The Department Head has final approval on any work schedule adjustment.
6. If transferred or reassigned to a different department and a hardship continues, a new hardship claim must be filed with the new Department Head.
7. It is the employee's responsibility to notify his or her supervisor if the hardship terminates and return to the normal 9/80 work schedule.

Inconvenience or preference does not constitute a hardship.

- 4.4 Overtime Defined. All FLSA nonexempt employees working under the "9/80" work schedule shall 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. Overtime work, and compensation for same, shall follow the provisions stated in Article VII - Overtime.
  - B. Compensatory Time. Terms and compensation for Compensatory Time shall follow the provisions stated in Article VII – Overtime.
- 4.5 Leave Benefits. When an employee is off on a scheduled workday under the "9/80" work schedule, nine (9) hours of eligible leave per workday shall be charged against the employee's leave balance; if the day off is a Friday, then eight (8) hours shall be charged. When an employee is off on a scheduled workday under the "4/10" work schedule, ten (10) hours of eligible

leave per workday shall be charged against the employee's leave balance. All leaves shall continue under the current accrual, eligibility, request and approval requirements.

- A. Vacation Leave. Provisions for vacation leave are found in Article X of this MOU.
- B. Sick Leave. Provisions for sick leave are found in Article XI of this MOU.
- C. Bereavement Leave. Provisions for bereavement leave are found in Article XI of this MOU.
- D. Holidays. Provisions for holiday leave are found in Article IX of this MOU.
- E. Jury Duty Leave. If an employee is called to serve on jury duty during a normal Friday off, or a 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 shall receive no added compensation. See Article XI, Section 11.4, Jury and Witness Leave.
- F. PTCS designated employees shall accrue vacation, sick, personal necessity and any other types of leave at a rate of 75% of the monthly provided rate of the Full-Time Civil Service equivalent as designated in this MOU.

## ARTICLE V

### 5.0 SALARIES

- 5.1 Basic Compensation Plan. There is hereby established a basic compensation plan for all full-time and designated PTCS personnel who are now employed or shall in the future be employed in any of the designated classifications of employment represented by CASA as listed in this MOU and its attachments.
- 5.2 Salary Schedule. The basic salary schedule, periodically updated and published by the City provides numerous salary rate ranges, each comprised of six (6) steps or rates of pay.

The steps within each rate range are identified by the letters "AA" through "E" inclusive, with Step "AA" 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 as set forth in the City's salary schedule, as periodically updated and published by the City.

The assignment of classifications to salary rate ranges for full time personnel is listed in the City's salary schedule, as periodically updated and published by the City.

- 5.3 Salaries. Effective in the pay period including July 1, 2019, July 1, 2020 and July 1, 2021, classifications covered by this MOU shall receive a base salary increase of 3.5%. The initial salary increase will be provided to those currently employed as of the date the MOU is adopted by Council retroactively to the pay period including July 1, 2019.
- 5.4 Application of Basic Compensation Plan. The salary rate ranges discussed in Section 5.2 are monthly salary rate ranges. All full-time 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 FLSA.

Any hourly rate of pay, defined as the regular hourly rate of pay, shall be computed by dividing the monthly salary rate plus any applicable premiums

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.

- 5.5 Probation. Except for employees in the Excepted Service as defined by the City Charter, and employees re-employed from re-employment lists, 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) and six (6) months from the date of appointment from a promotional eligible list.
- 5.6 Beginning Rates. A new employee of the City of Santa Ana shall be paid the rate shown as Step "AA" 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 "A," "B," "C," "D" or "E" 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 employee shall be entitled to advance to the next salary step in accordance with the provisions of this Article.
- 5.7 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 (1<sup>st</sup>) 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 as provided in the Santa Ana Municipal Code Section 9-114 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.

## 5.8 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 "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 5.2 and the City's salary schedule, as periodically updated and published by the City.
- 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 5.2 and the City's salary schedule, as periodically updated and published by the City; the effective date of such merit increase, if granted, shall be on the first (1<sup>st</sup>) 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 Human Resources 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 5.8 of this Article.
4. Effective January 1, 2018, notwithstanding the foregoing provisions of this subsection to the contrary, a merit "E" 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 (1<sup>st</sup>) 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 subparagraphs B.2 and B.3 of this section.

5.9 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 5.8 above, and such employee may be considered for re-advancement under the same provisions as contained in Subsection C of Section 5.8 above.

5.10 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 "AA" 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 Step "AA," he or she shall be placed in the lowest step in the appropriate salary rate range as will grant that employee a minimum increase of 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 5% increase.

- 5.11 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 5.9 above.
- 5.12 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.
- 5.13 Request for Classification Review. Any employee who, for a continuous period exceeding six (6) months, 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 Human Resources, outlining in writing how they believe their current duties and/or responsibilities differ from their classification concept.

- A. The Department Head shall review the employee's submitted request and within sixty (60) days shall 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 shall forward the request to the Executive Director of Human Resources along with justification for support of the employee's request.
    - b. The Department Head shall notify the employee that his or her request has been submitted to the Executive Director of Human Resources.
  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 shall 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 shall provide higher compensation.
- B. Any employee request for classification review approved by the Department Head shall be forwarded to the Executive Director of Personnel Services. The Executive Director of Human Resources shall



confirm receipt of the request in writing to the employee. Within sixty (60) days of receipt of the request, the Executive Director of Human Resources shall notify the employee and Department Head of the decision as to whether a study will be conducted. If the Executive Director of Human Resources determines that a study is appropriate, the Executive Director of Human Resources shall so notify the employee and the Department Head in writing and shall 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 Human Resources are final.
- D. All studies and study findings shall require City Manager approval before proceeding.
- E. All recommendations resulting from study findings require the approval of the City Council and shall be implemented in accordance to the City's Civil Service rules.

5.14 Wherever reference is made to a required number of days, months, or years for Full Time Civil Service employees in this Article, an equivalent number of hours shall be substituted to satisfy an equivalent to 75% requirement for designated PTCS employees. Any hourly rate of pay, defined as the regular hourly rate of pay, shall be computed by dividing the monthly salary rate plus any applicable premiums 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.

## ARTICLE VI

### 6.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES

#### 6.1 Assignment Pay Differential.

Assignment pay differentials, as listed herein and throughout the MOU, shall, 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. Employees 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, shall be paid a monthly differential of sixty dollars (\$60) above his or her then current base monthly salary step for each full month of such assignment.
- B. Full-time incumbents in any classification listed in this MOU who are 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 pay premium of forty dollars (\$40) above his or her then current base monthly salary step.

#### 6.2 Lead Pay. Incumbents in any classification listed in this MOU who are 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 such duties upon mutual agreement of the City and CASA and approval of the Department Head and the Executive Director of Human Resources. This compensation shall be referred to as "lead pay" and shall be calculated at a rate 5% above the employee's then current base salary step.

In addition, incumbents in any classification listed in this MOU who are regularly and continuously assigned to perform lead supervisory responsibilities shall receive lead pay compensation at a rate 5% above his or her then current base monthly salary step.

- 6.3 Bilingual Pay. An employee who is assigned by a Department Head or his or her designee to a position requiring bilingual capability in both English and either Spanish, Samoan, Vietnamese or other languages designated by the City Manager, shall be paid a monthly assignment pay differential in accordance with the criteria and amounts set forth below:
- A. The employee must be certified by the Executive Director of Human Resources, or his or her designee, as having satisfactorily demonstrated conversational fluency in both English and the second language 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, shall be designated as Primary Bilingual Assignments. A qualified incumbent of such position shall be paid a monthly differential of one hundred seventy-five dollars (\$175) above his/her then-current base monthly salary step.
  - 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, shall be designated as Secondary Bilingual Assignments. A qualified incumbent of such position shall 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. All assignments to positions set forth in this Article shall be made or revoked at the discretion of the Department Head.
  - G. If the City modifies the amount of bilingual pay for any other bargaining unit during the term of this MOU, CASA agrees to form a

Joint Labor Management Team with the City to review bilingual pay provisions and assignments (see also Article XX1, Section 21.3).

6.4 Shift Differential.

- A. Generally. An employee in a classification represented by CASA 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 ½) hours between the hours of 5:00 p.m. and 7:00 a.m., shall be paid a shift differential for his or her entire work shift at a rate set 5% higher than his or her then-current base monthly salary step.
- B. 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 (1<sup>st</sup>) day of the second (2<sup>nd</sup>) payroll period following City Council approval of this MOU, such employees shall receive two hundred dollars (\$200) per week when assigned to be on standby duty.

6.5 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 or her designee must give written approval of all Temporary Upgrade Assignments involving an increase in pay for the appointee.

B. Eligibility.

1. Regular, full-time employees shall be eligible to receive Temporary Upgrade Assignment Pay if the work assumed encompasses the majority of the typical duties and responsibilities of the vacated higher-level position, and the employee meets the qualifications outlined in B.2, below.
  - a. Employees in the following categories shall not be assigned to Temporary Upgrade work unless specifically authorized by the City Manager:
    - i. Non-permanent employees (Probationary, Part-time, Seasonal, etc.).
    - ii. Employees performing work above their regular classification in a training capacity.
2. To qualify for temporary upgrade assignment pay, employees must serve in an acting capacity in the higher-level classification as follows:
  - o ten (10) consecutive working days of eight (8) hours each; or
  - o eight (8) consecutive working days of ten (10) hours each for employees working an alternative work schedule; or

- o 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.
  - a. A permitted absence of two working (2) days or less during such ten (10) day period shall not be deemed to void such consecutive service; however, the days of absence shall not be counted in the computation of eligibility to qualify for the temporary upgrade assignment pay.
  - b. 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.
  - c. Employees must re-qualify for a Temporary Upgrade Assignment if the employee has not worked in this specific upgrade assignment for a period of eighteen (18) consecutive months or longer. 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.
- 3. Whenever practicable, the appointing authority shall rotate Temporary Upgrade Assignments among all qualified employees.

C. Payment.

- 1. On the next consecutive working day following the qualification period for temporary upgrade that 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 "AA") assigned to the higher classification or the lowest rate in that range which is at least 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 shall not be sufficient to provide the 5% increase.

During the term of this MOU, if an employee has worked in a higher classification for the required minimum number of consecutive work days to qualify for temporary upgrade assignment pay, 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 skills pay, etc., paid to an employee prior to becoming eligible for Temporary Upgrade Assignment Pay, shall not be considered in computing the amount of higher pay to which he or she is entitled in Subparagraph 6.5C above. If the special circumstances upon which the 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 shall 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 shall continue to accrue, and have recorded, general, special or normal salary step increases in the employee's permanent position; however, such salary increases shall 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.

6.6 Confidential Premium - An employee who is routinely and consistently assigned to sensitive positions by a Department Head, involving labor negotiations which require trust and discretion, in accordance with Government Code section 3507.5, will be paid at a rate set 2.5% above his or her then current base monthly salary step.

- 6.7 All assignments of personnel to positions set forth in Sections 6.1 through 6.6 above shall be made or revoked at the discretion of the Department Head.
- 6.8 Career Development Incentives. Employees hired in a classification which requires a specialized 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 shall 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 provision result in an individual being eligible to earn more than 12.5% above his or her current monthly base salary step.



## ARTICLE VII

### 7.0 OVERTIME

7.1 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.

7.2 Definition. Overtime work for those on a 5/40 work schedule is defined as:

- A. That authorized or required time worked in excess of the normal workday, tour of duty, or workweek schedule for the 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 XVIII.
- B. Work on observed holidays or work on any regularly scheduled non-work day of which there shall be two (2) per week, if work on any regularly scheduled non-work day is worked at management's direction.

7.3 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 work time, jury/witness leave, and bereavement leave. Any combination of these work hours in excess of eight (8) hours per day (except for employees on a 4/10 or the 9/80 work schedule) or forty (40) hours per week shall entitle the employee to overtime compensation.

Paid time off for vacation leave, all unpaid leave, Association release time and compensatory time off shall not be credited towards the forty (40) hour workweek. No employee shall work overtime hours unless authorized by the department head or his/her designee.

7.4 All FLSA nonexempt employees working under the "9/80" work schedule shall earn overtime for all hours worked after the first forty (40) hours in a FLSA work week as required under FLSA. Should the City modify the manner by which it pays overtime (FLSA) to members of other miscellaneous bargaining units, CASA agrees to reopen this topic for discussion.

7.5 Compensation for Overtime.

- A. The preferable method by which overtime shall be compensated is by monetary payment, at one and one-half (1.5) 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 in lieu of monetary compensation.
- C. Employees shall have the option with Department Head approval to convert a maximum of eighty (80) hours of time and one-half paid overtime (in compensation for 53 1/3 [fifty-three and one-third] overtime hours worked) to time and one-half 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, provided it does not unduly disrupt the operations of the agency. If the Department Head or his or her designee subsequently denies the requested compensatory time off, the employee and department shall 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. The compensatory time bank for employees covered by this MOU has a maximum accrual limit of one hundred and sixty (160) hours.
- E. Because each hour of overtime worked is accrued on a time and one-half basis, compensatory time off shall be taken, and monetary payment shall be paid, on a straight-time basis. Also, upon termination, any earned, unused compensatory time off ("time-on-the-books") shall 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 (½) hour.
- G. If compensatory time off is used in excess of that available, such excess compensatory time off shall first be deducted from any available vacation benefits, after which it shall finally be 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.

7.6 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.

7.7 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.

7.8 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 ½) 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.

7.9 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.

7.10 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.

7.11 Reopener. If, during the term of this MOU, the City modifies the manner in which it pays overtime (pursuant to the Fair Labor Standards Act), the City and CASA agree to reopen this provision of the MOU and commence discussions regarding the City's modifications to overtime payments.

7.12 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, the 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 during his or her off-duty hours. If separate court appearances are made both in the morning and afternoon of a particular day, a minimum of two (2) hours overtime shall 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 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 VIII

### 8.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM

#### 8.1 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.

#### 8.2 Eligibility.

- A. Applications for tuition reimbursement shall be considered only from full-time and designated PTCS, permanent City employees who have completed the probationary work test period.
- B. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as G.I. Bill, scholarships, etc.
- C. Applications shall 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 shall 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 Human Resources 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.

### 8.3 Reimbursement.

- A. Reimbursement shall be based on the cost of tuition, required enrollment/registration fees, miscellaneous fees (health, parking, student union fees, etc.) and all required texts, eBooks and related material for each course. Additional expenses such as meals are not reimbursable.
- B. Costs for required texts are eligible for one hundred percent (100%) reimbursement subject to the following conditions:
  - 1. A duplicate of the required text(s) and eBooks was unavailable for loan from the departmental libraries prior to the commencement of course work; or
  - 2. 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. Maximum tuition reimbursement is three thousand five hundred dollars (\$3,500) per fiscal year, which the employee may claim either as costs are incurred during the year or as one lump sum.

### 8.4 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 shall recommend approval or disapproval based on established criteria and budgetary constraints, and then shall forward the application to the Executive Director of Human Resources
- C. The Executive Director of Human Resources or his or her designee shall approve or disapprove the application for the City Manager. One copy shall be returned to the employee and the duplicate shall be retained by the Human Resources 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 shall submit his or her copy of the approved application to the Human Resources 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 shall be returned to the employee upon request. Applications not submitted to the Human Resources Department within three (3) months following completion of the course become void.
- E. Upon receipt of the application and required documentation, the Human Resources Department shall determine whether the completed course of instruction is compatible with the provisions of this Article and shall compute the amount of reimbursement, authenticate the application and forward it to the employee's Department Head.
- F. The Department Head shall then authorize the Finance & Management Services Department to reimburse the employee the approved amount out of the budget of the department concerned.



## ARTICLE IX

### 9.0 HOLIDAYS

- 9.1 Legal holidays observed by full-time and designated PTCs permanent and probationary employees of the City of Santa Ana are as follows:
- o January 1 - New Year's Day.
  - o Third (3<sup>rd</sup>) Monday in January - In observance of Martin Luther King, Jr.'s Birthday.
  - o Third (3<sup>rd</sup>) Monday in February - In commemoration of President's Day.
  - o Last Monday in May - In commemoration of Memorial Day.
  - o July 4<sup>th</sup> - In observance of Independence Day.
  - o First (1<sup>st</sup>) Monday in September - In observance of Labor Day.
  - o November 11<sup>th</sup> - In observance of Veterans' Day.
  - o Fourth (4<sup>th</sup>) 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 25<sup>th</sup> - In observance of Christmas Day.
  - o Two (2) Floating Holidays - 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 shall be observed on the following Monday.

- o Any holiday which falls on a Saturday shall be observed on the Friday preceding the holiday.

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

- A. Full-time employees on a 5/40 schedule who's regularly scheduled days off are other than Saturday and Sunday shall be entitled to receive thirteen (13) eight-hour working days off during the year in lieu of the holiday benefits specified in Section 9.1 above. Employees on a 9/80 or 4/10 work schedule shall be entitled to thirteen (13) holidays. Holidays shall be paid in accordance with the hours scheduled for the day the holiday falls on.

For employees on a 9/80 schedule:

If a holiday falls on a regularly-scheduled nine (9) hour workday (Monday, Tuesday, Wednesday or Thursday), nine (9) hours of holiday time shall be paid.

If a holiday falls on a regularly-scheduled eight (8) hour workday (Friday), eight (8) hours of holiday time shall be paid.

If a holiday falls on an employee's regularly-scheduled day off work, the employee shall receive credit for nine (9) hours of holiday time to be used in accordance with Section 9.2 (B) or 9.6 below.

For employees on a 4/10 schedule:

If the holiday falls on a regularly-scheduled ten (10) hour workday, ten (10) hours of holiday time shall be paid.

If a holiday falls on an employee's regularly-scheduled day off work, the employees shall receive credit for ten (10) hours of holiday time to be used in accordance with Section 9.2 (B) or 9.6 below.

- B. 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.

9.3 Modified Holiday Schedule – Employees Assigned to the Library. Employees assigned to the Library shall, during the term of this MOU, observe holidays on the dates specified in Section 9.1 above.

9.4 A newly appointed employee must actually work at least one (1) day preceding the day a holiday listed in Section 9.1 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 actually work at least one (1) day following the day a holiday listed in Section 9.1 actually occurs in order to receive compensation for the holiday.

A newly appointed employee must complete six (6) months of continuous full-time service or part-time civil service in order to receive credit for the Floating Holiday listed in Section 9.1 above.

9.5 Floating Holiday time off may be taken in half hour increments.

9.6 If a holiday falls on an employee's Friday off, the employee must then take their holiday time off on the day before or after the regular scheduled holiday with supervisor and Department Head approval. If the employee cannot take their holiday off before or after the regular scheduled holiday off, the employee shall bank the hours of his or her regular workday (nine or ten hours) as holiday leave to be used at a later date with the supervisor's approval.

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

9.8 Mandatory Holiday Closure

A. Effective upon adoption of this MOU, City Hall and all other City departments (with the exception of the Police Department, Santa Ana Zoo, and select employees in Fleet Services Division) shall be closed for a mandatory winter holiday closure each year during the term of this MOU.

B. Sunset Clause for Mandatory Holiday Closure

This provision shall expire on June 30, 2022 and no additional mandatory winter holiday closures may be implemented after the

2021 winter holiday closure, unless mutually agreed to otherwise by the parties.

C. Dates of Closures:

1. 2019:

The closure shall run from Tuesday, December 24, 2019 through Wednesday, January 1, 2020. The City shall re-open and employees report back to work as scheduled on Thursday, January 2, 2020. Employees shall observe the three (3) City paid holidays provided in Section 9.1 on:

- Tuesday, December 24, 2019 (Last work day before Christmas Day)
- Wednesday, December 25, 2019 (Christmas Day)
- Wednesday, January 1, 2020 (New Year's Day)

On each of the holiday closure days for 2019:

(December 26, 30 and 31, 2019 as well as December 27, 2019 for those employees who, but for the holiday closure, would be scheduled to work that day as their working Friday, employees may use any of the following accrued leaves (if employees have such leaves): vacation, compensatory time off, or holiday leave. Employees may also choose to be off on any or all of these days on a leave without pay.

2. 2020:

The closure shall run from Thursday, December 24, 2020 through Friday, January 1, 2021. The City shall re-open and employees report back to work as scheduled on Monday, January 4, 2021. Employees shall observe the three (3) City paid holidays provided in Section 9.1 on:

- Thursday, December 24, 2020 (Last work day before Christmas Day)
- Friday, December 25, 2020 (Christmas Day). For employees

whose alternating regular day off is on December 18, 2020 who would otherwise be scheduled to work on December 25, 2020, the Christmas Holiday is on December 25, 2020. For employees whose alternating regular day on will be on December 18 who would otherwise be scheduled off on Friday December 25, they will receive nine (9) floating holiday hours for Christmas Day 2020

Friday, January 1, 2021 (New Year's Day). For employees whose alternating regular day on is on December 18, 2020 who would otherwise be scheduled to work on January 1, 2021, the New Year's Holiday is on January 1, 2021. For employees whose alternating regular day off will be on December 18, 2020 who would otherwise be scheduled off on Friday January 1, 2021, they will receive nine (9) floating holiday hours for New Year's Day 2020

On each of the holiday closure days for 2020, (December 28, 29, 30 and 31, 2020) employees may use any of the following accrued leaves (if employees have such leaves): vacation, compensatory time off, or holiday leave. Employees may also choose to be off on any or all of these days on a leave without pay.

3. 2021:

The closure shall run from Friday, December 24, 2021 through Friday, December 31, 2021. The City shall re-open and employees report back to work as scheduled on Monday, January 3, 2022.

Employees shall observe the three (3) City paid holidays provided in Section 9.1 on:

- Friday, December 24, 2021 (Last work day before Christmas Day). For employees whose alternating regular day off is on December 17, 2021, who would otherwise be scheduled to work on December 24, 2021, the Christmas Eve Holiday is on December 24, 2021. For employees whose alternating regular day on will be on December 17 who would otherwise be scheduled off on Friday December 24, they will receive nine (9) floating holiday hours for Christmas Eve 2021

- Monday, December 27, 2021 (Christmas Day)
- Thursday, December 31, 2021 (New Year's Day). For employees whose alternating regular day on is on December 17, 2020 who would otherwise be scheduled to work on December 31, 2021, the New Year's Holiday is on December 31, 2021. For employees whose alternating regular day off will be on December 17, 2020 who would otherwise be scheduled off on Friday December 31, 2021, they will receive nine (9) floating holiday hours for New Year's Day 2022.

On each of the holiday closure days (December 28, 29, and 30 (employees may use any of the following accrued leaves (if employees have such leaves): vacation, compensatory time off, or holiday leave. Employees may also choose to be off on any or all of these days on a leave without pay.

**ARTICLE X**

**10.0 VACATION**

10.1 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 shall be used as a guide in the administration of the provisions of this Article.

10.2 Vacation Period.

A. Effective January 1, 2016, the regular and longevity vacation accruals of bargaining unit members were combined into one single vacation bank. The accrual rates remained the same. Members shall accrue the combined vacation with pay on a monthly basis as set forth in the following table.

<b>Completed Years</b>	<b>Annual Vacation Hours Accrued</b>	<b>Monthly Accrual Rate</b>
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 (1<sup>st</sup>) day of the month following completion of six (6) months of continuous full-time service or part-time civil 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 (½) hour, with fractional usage rounded upward to the next higher multiple of one-half (½).
- E. 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 approved by the Department Head, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave.
  - 2. No employee shall have a right to accumulate or split his or her vacations, but the same may be allowed or required by the Department Head. 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.

3. 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 absence without pay, as provided in Article XI, Section 11.1E (Sick Leave - Extended), Article XI, Section 11.8 (Authorized Absence Without Pay - Long Term) and Article XXI, Section 21.2 (Catastrophic Leave Donation) herein, does 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. Absence on military leave followed by reinstatement, as provided in Section 9-143 of the Civil Service Rules and Regulations, does not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of vacation.

- F. **Vacation Buy-Back.** Employees covered by this agreement are eligible to require the City to buy-back up to eighty (80) hours of their banked vacation per calendar year.
- G. PTCS designated employees shall accrue vacation leave at a rate of 75% of the monthly provided rate of the Full-Time Civil Service equivalent as designated in this MOU.

### 10.3 Limitation on Vacation.

- A. 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 (400 hours) in any one year.

### 10.4 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. With respect to any vacation forfeited in this manner, this provision constitutes a waiver of any rights to vested vacation benefits under California Labor Code section 227.3.

- B. In no way is the maximum vacation carryover for each calendar year as set forth in the table below meant to be considered a cap on hours an employee can accrue throughout the calendar year.

<b>Completed Years</b>	<b>Max Carryover into 2019 and for all years forward</b>
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	400
22	400
23	400
24	400
25	400

- 10.5 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 and if none, then from the next scheduled salary payment.
- 10.6 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 XI

### 11.0 OTHER LEAVES OF ABSENCE

#### 11.1 Sick Leave.

- A. Definition. Except as otherwise provided below, sick leave shall be deemed to mean absence from duty of an employee because of illness, injury, medical, or dental appointment that prevents the employee from performing the duties of his or her position, and shall be deemed to include time in quarantine resulting from exposure to a contagious disease.
- B. Accrual. Each employee shall be entitled to, and shall earn, one (1), eight (8) hour working day of sick leave for each full calendar month of service in which he 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. Subject to the other provisions in this Article, sick leave shall accrue to the credit of each employee to the extent that it is not used.

PTCS designated employees shall accrue sick and personal necessity leave at a rate of 75% of the monthly provided rate of the Full-Time Civil Service equivalent as designated in this MOU.

- 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, or as authorized in Subsection 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 shall be allowed such employee during the first three (3) days of the statutory waiting period. If the workers' compensation related illness or injury continues past the initial

three (3) consecutive days, the employee shall have the three (3) used sick days recredited to his or her account if the employee remains off work longer than fourteen (14) days. Paid sick leave shall continue until the fourth (4<sup>th</sup>) day when the City pays the employee workers' compensation benefits for such illness or injury. If the employee does not have sufficient accumulated sick leave at the commencement of such industrial illness or injury, they shall be advanced sick leave for this purpose. Subsequently, the City shall 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 shall deduct the unrecovered cost of sick leave from such terminated employee's final paycheck, to the extent possible.

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. The maximum total accumulation of sick leave with pay shall be two hundred (200), eight (8) hour working days. Sick leave usage of less than a full day shall be charged in minimum increments of one-half ( $\frac{1}{2}$ ) hour, with fractional usage rounded upward to the next higher multiple of one-half ( $\frac{1}{2}$ ).
- E. Extended. The City Manager may grant leave 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 designated by the City Manager indicates that the employee shall 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 certificate from a licensed physician stating that the employee is able to perform all the duties of his or her position without qualification. In addition to the

above, the City Manager may grant a further 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 use, first, any unused compensatory time off benefits, then, any unused vacation leave benefits he or she may have accrued.
- G. Notice. The 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 departmental regulations. When the absence is more than three (3) consecutive working days, the employee must present to his or her Department Head a physician's certificate stating that, in the physician's opinion, the employee could not report to work because of such illness or injury and that the employee is sufficiently recovered to safely return to work.

A physician's certificate or other satisfactory written evidence of actual illness or injury may be required after an absence of any duration less than three (3) days.

- 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, sickness or disability sustained while engaged in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.
- I. Excess Usage. If sick leave is used in excess of that due and available an employee, such excess sick leave will, first, be deducted from any available compensatory time off benefit; second, from any available vacation leave benefit; finally, deducted 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. All of this 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, a person who stood in loco parentis when the employee was a minor child, 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 (including biological, adoptive, foster, stepparent, and legal guardian), spouse, registered domestic partner, child, brother, sister, grandparent, or grandchild of the employee, regardless of residence, or 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.

Up to three (3) days of this personal necessity leave may be used:

1. To attend to a serious accident to members of the employee's immediate family;
2. For childbirth;
3. To cope with imminent danger to the employee's family, home, or other valuable property;
4. When the existence of external circumstances beyond the employee's control make it impossible for him or her to report for duty; or
5. To attend to medical or dental appointments for members of the employee's household.

For the purposes of this section only, a "day" shall be defined as the number of hours of work that an employee is required to work according to his or her specific workday schedule.

K. Payment for Unused Sick Leave.

1. Except in cases of disability retirement, upon non-disciplinary termination of employment payment of all unused sick leave shall be deposited in the employee's individual Retirement Health Savings Plan Account (RHS) (Article 12.8 of this MOU).
2. After ten (10) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for one-third (1/3) of the total sick leave benefit credited to his or her

account upon the effective date of such termination, not to exceed a maximum limit of 427 hours (53.3 eight-hour days), at the base rate of pay effective on the date of such termination.

3. Payment after 15 years. Affected employees who have completed fifteen (15) years of cumulative full-time service with the city shall be entitled to payment for one-half (1/2) of the total accrued unused sick leave benefit credited to his or her account upon the effective date of his or her termination, not to exceed a maximum limit of 800 hours, at the rate of base pay effective on the date of such termination.
4. Payment after 20 years. Affected employees who have completed twenty (20) years of cumulative full-time service with the city shall be entitled to payment for two-thirds (2/3) of the total accrued unused sick leave benefit credited to his or her account upon the effective date of his or her termination, not to exceed a maximum limit of 1066 hours, at the rate of base pay effective on the date of such termination.
5. Payment after 25 years. Affected employees who have completed twenty-five (25) years of cumulative full-time service with the City shall be entitled to payment for three-fourths (3/4) of the total accrued un-used sick leave benefit credited to his or her account upon the effective date of his or her termination, not to exceed a maximum limit of 1,200 hours, at the rate of base pay effective on the date of termination.
6. CASA 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 eligible sick leave bank balances (K.1 through K.5), 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.

7. 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 to be in the amount of one-third (1/3) of the total sick leave benefit credited to the employee's account at the time of his or her death, and at the rate of pay effective on the date of death.
- L. California's Healthy Workplaces/Healthy Families Act of 2014 (AB1522) also known as California's Paid Sick Leave Law, required 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 or domestic violence, sexual assault, or stalking.

#### 11.2 Bereavement Leave.

- A. An employee covered under this MOU shall be granted up to three (3) working days leave without loss of pay in the case of a death of a member of the employee's immediate family. Such leave is designated as bereavement leave. "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, brother, sister, stepbrother, 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. Whenever an employee is required to travel one way more than 500 miles to attend to the death of a member of the employee's immediate family, an employee may use up to sixteen (16) hours of additional leave charged to their Personal Necessity Leave balance when authorized by the Department Head.

### 11.3 Military Leave.

- A. Proof of Orders and Reinstatements. An employee shall be granted military leave if he or she furnishes the Executive Director of Human Resources 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 shall 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, in accordance with the Military and Veterans Code, shall be granted leave with pay not to exceed thirty (30) calendar days in each calendar year after one (1) years' service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

- 11.4 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 to his or her Department Head for examination 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.

- 11.5 Examination Leave. Employees participating in examinations conducted during their normal working hours for positions in the competitive service of the City of Santa Ana shall be granted leave with pay for the time actually required without loss of any accrued vacation time off benefits.

- 11.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Unauthorized absence from duty for a consecutive number of working hours equal to the number of working hours in the employee's normal workweek (five (5) consecutive

working days) may be deemed a resignation from City service; provided, however, if upon return to duty the person so absenting himself or herself makes an explanation satisfactory to the Department Head regarding the cause of his or her absence, the Department Head may restore him or her to his or her position, with the City Manager's approval.

11.7 Authorized Absence Without Pay - Short Term. Absence without pay not to exceed five (5) consecutive working days may be authorized by the employee's Department Head. Absence without pay not to exceed 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.

11.8 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having permanent status, plus action by the Department Head recommending approval of the request, the City Manager may grant a leave of absence without pay for up to six (6) months.

An employee returning to duty with the City shall inform the Department Head and the Executive Director of Human Resources of his or her intention at least thirty (30) calendar days prior to the expiration of the six (6) month period, or shorter period if the full six (6) months is not taken. Upon receipt of such notice, the Department Head shall take steps necessary to restore the employee to his or her former position.

In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year leave of absence without pay.

11.9 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.

11.10 Pregnancy Disability Leave. 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 if substantiated by a physician's certificate.

Employees may take an unpaid leave of absence during pregnancy disability consistent with the law.

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 a pregnancy leave must give a reasonable notice (not less than four (4) weeks) before the date she shall take the leave and the estimated duration of the leave. Health and welfare insurance coverage shall be continued only if the employee pays a cash premium to continue coverage while on a leave of absence without pay or is covered under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) provisions.

## ARTICLE XII

### 12.0 EMPLOYEE INSURANCE

12.1 Health Insurance. The City shall contribute the following amounts 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. For each such employee who is covered under a spouse's non-City sponsored health plan, the City shall pay the employee a cash payment each month in an amount equal to 50% of the monthly premium amount for the City's lowest "employee-only" coverage, if the employee waives, in writing, City-paid coverage. If an employee waives City provided coverage, said employee shall provide proof of medical insurance coverage in a non-City-sponsored health plan.

B. Beginning Jan 1, 2020: The City shall contribute an allowance towards the employee's health insurance premiums for eligible employees and their qualified dependents under The Public Employees' Medical & Hospital Care Act (PEMHCA) which governs the California Public Employees' Retirement System (CalPERS) Health Insurance Programs pursuant to the provisions below:

1. Effective January 1, 2020, the City will provide a monthly contribution to health insurance premiums at the following rates:

- Employee Only \$704.00
- Employee +1 \$1,357.00
- Employee + Family \$1,750.00

2. Effective January 1, 2021, the City will provide a monthly contribution to health insurance premiums at the following rates:

- Employee Only \$754.00
- Employee +1 \$1,407.00
- Employee + Family \$1,800.00

3. Effective January 1, 2022, the City will provide a monthly contribution to health insurance premiums at the following rates:

- Employee Only \$804.00
- Employee +1 \$1,457.00
- Employee + Family \$1,850.00

C. Any contribution necessary to maintain benefits under City-sponsored medical plans in excess of the amount set forth above shall be borne entirely by the employee.

D. The parties recognize that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures enacted during the term of this MOU alter healthcare options, cost or other elements of healthcare services, thereby materially altering the provisions of this MOU, the parties agree that upon the request of either party the parties shall re-open Section 12.1 hereof regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare benefits hereunder. In addition, should State or Federal laws concerning the taxation of healthcare benefits change, the parties agree to meet and discuss the impact of such change.

## 12.2 Dental Insurance.

A. The City agrees to contribute towards the premiums for dental insurance plans provided by the City for employees covered by this MOU and their eligible dependents on the following basis:

1. Effective January 1, 2020, the City shall contribute an allowance towards the employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified dependents in the amount of one hundred dollars **(\$100)** per month per employee.
2. Effective January 1, 2021, the City shall contribute an allowance towards the employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified

dependents in the amount of one hundred five dollars **(\$105)** per month per employee.

3. Effective January 1, 2022, the City shall contribute an allowance towards the employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified dependents in the amount of one hundred ten dollars **(\$110)** per month per employee.

B. Any contribution necessary to maintain benefits under said dental plans in excess of the amount of the City contribution to the cafeteria plan specified above shall be borne entirely by the employee.

12.3 Vision Plan. The City shall maintain in effect its existing vision plan, for employees covered by this MOU. All costs of the premium shall be paid by the employee.

12.4 Long-Term Disability (L.T.D.) Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for a 60-day elimination period with a maximum benefit of \$5,000 per month for a long-term disability insurance plan for employees covered by this MOU.

Effective January 1, 2020, the City shall pay one hundred percent (100%) of the premium cost for a 60-day elimination period with a maximum benefit of \$7,500 per month for a long-term disability insurance plan for employees covered by this MOU.

12.5 Life Insurance. The City shall maintain in effect its existing life insurance plans covering employees covered by this MOU, including term life insurance coverage for each affected employee in the amount of twenty thousand dollars (\$20,000) plus twenty thousand dollars (\$20,000) Accidental Death and Dismemberment (AD&D) coverage at no cost to the employee.

- A. Effective January 1, 2020, the term life insurance coverage for each affected employee will increase to a maximum benefit amount of fifty thousand dollars (\$50,000) plus fifty thousand dollars (\$50,000) Accidental Death and Dismemberment (AD&D) coverage at no cost to the employee.

- 12.6 The City shall retain the right to change health, dental and life insurance carriers, administer the insurance benefits provided thereunder, and select and/or change any excess or supplemental insurance carriers as a part of any self-insurance plan during the term of this MOU, provided that employees covered by this MOU continue to receive equivalent benefits and provided that the parties have met and conferred before the benefits changes are made.
- 12.7 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, CASA shall have an equal number of representatives as the City on such a committee, and the Committee shall meet as necessary.
- 12.8 Retirement Health Savings Plan.
- A. Effective October 1, 2014, employees covered under this MOU began participating in the "Vantage Care" Retirement Health Savings Plan (RHS), as earlier implemented by the City, which designated ICMA-RC as the administrator of the plan. At that time, employees covered under this MOU received a one-time increase of 1.25% in their base pay, which amount was deposited into their individual RHS accounts each pay period going forward.
  - B. Employees covered under this MOU shall continue to contribute 1.25% of their base pay each pay period to the RHS plan, which amount shall be deposited into the employee's individual RHS account.
- 12.9 PTCS employees that are covered under this article will receive the same benefits as the Full-Time employees covered under this MOU. City contributions to those benefits are 75% of the value provided to the Full-Time Civil Service designated employees.



## ARTICLE XIII

### 13.0 RETIREMENT

- 13.1 General. The terms of the existing contract between the City and the California Public Employees' Retirement System (CalPERS) governing the City retirement benefits for affected employees are incorporated by reference herein. The City shall continue to make contributions to CalPERS in accordance with its contract with CalPERS for affected employees covered by such contract as amended.
- 13.2 Deferred Retirement. The City shall continue to make payment to CalPERS on behalf of each affected employee, as defined in Sections 13.3.A and 13.3.B (below), in an amount necessary to pay one hundred percent (100%) of his or her individual retirement contribution which is equal to eight percent (8%) of base salary. 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 shall not treat these payments as ordinary income and, thus shall not withhold Federal or State income tax from these payments. The City has received an opinion or ruling from the Internal Revenue Service confirming that these payments are deferred compensation, and 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 employee shall forthwith be increased by 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.

- 13.3 2.7% at 55 Service Retirement Benefit for Miscellaneous Members.
- A. The City agrees to continue to provide Miscellaneous employees covered by this MOU who were appointed to their classification on or before December 31, 2012 with the 2.7% at 55 Service Retirement

benefit. Pursuant to CalPERS regulations, this formula shall apply only to the aforementioned CASA employees that are in an active status. This formula shall apply to each year of eligible service credited with the City of Santa Ana.

- B. The City agrees to provide Miscellaneous employees covered by this MOU who are appointed to their classification on or after January 1, 2013 and are not new members as defined by the California Public Employees' Pension Reform Act of 2013 (AB340), with the 2.7% at 55 Service Retirement benefit. Pursuant to CalPERS, this formula shall apply only to the aforementioned CASA employees that are in an active status. This formula shall apply to each year of eligible service credited with the City of Santa Ana.
- C. Payment toward the 2.7% at 55 Service Retirement Benefit. Employees defined in Section 13.3.A (above) covered by this MOU contribute 8% of their salary to the employer's share of the cost of the 2.7% at 55 enhanced retirement formula.

All employee contributions to the employer's cost of the CalPERS retirement benefits shall be implemented as cost-sharing pursuant to Government Code Section 20516(f). To the extent permitted by CalPERS and the Internal Revenue Service, this 8% contribution shall be implemented through payroll deductions on a pre-tax basis.

Employees defined in Section 13.3.B (above) shall contribute 8% of their salary toward the employer contribution of the 2.7% at 55 retirement benefit. All employee contributions to CalPERS for their retirement benefits shall be implemented as cost-sharing pursuant to 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.

#### 13.4 2.0% at 62 Service Retirement Benefit for Miscellaneous Members.

- A. The City agrees to provide Miscellaneous employees covered by this MOU who were appointed to their classification on or after January 1, 2013, and who are defined as new members under the California

Public Employees' Pension Reform Act of 2013 (AB340), with the 2.0% at 62 Service Retirement benefit.

Pursuant to CalPERS regulations, this formula shall apply only to the aforementioned CASA employees that are in an active status. This formula shall apply to each year of eligible service credited with the City of Santa Ana.

- B. Payment towards the 2.0% at 62 Service Retirement Benefit. Employees defined in 13.4.A (above) covered by this MOU shall contribute at least 50% of normal cost of the 2.0% at 62 retirement benefit.

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.

13.5 Credit for Unused Sick Leave. An employee covered by this MOU shall be permitted to 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 eight-hour day of unused sick leave (i.e., 200 days of sick leave equals .80 additional year 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.

13.6 Military Service Credit as Public Service. An employee covered by this MOU shall be permitted 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.

13.7 Deferred Compensation.

- A. Background. Prior to July 1, 1991, the City authorized an amount equal to one percent (1.0%) of base pay for a deferred compensation benefit for full time "confidential" employees. This benefit was treated separately from salary, and was not included in the City's salary and wage schedule. Effective July 1, 1991, to comply with CalPERS wage reporting requirements, this benefit was added to the pay rate

assigned to each "confidential" classification and reported as "salary" to CalPERS. Thereafter, pay levels for "confidential" classifications included this additional one percent (1%) deferred compensation benefit.

## ARTICLE XIV

### 14.0 SAFETY

- 14.1 General. The City and the employees of the City agree to comply with all applicable Federal, State and local laws, and the City of Santa Ana regulations, which relate to health and safety.
- 14.2 Central Safety Committee. CASA may designate two (2) representatives and two (2) alternates to serve on the City's Central Safety Committee.

## ARTICLE XV

### 15.0 GRIEVANCE REVIEW PROCEDURE

15.1 Definition of a Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees or CASA 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.

15.2 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) business 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) business 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. If the Department Head is the immediate supervisor, the employee may proceed directly to the City Manager or his or her designee. 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) business 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 precedent or be used to establish past practice regarding implementation, interpretation, or application of this MOU.

15.3 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) business 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) business days after this 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 shall constitute a waiver and bar to the grievance, and the grievance shall 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) business 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) business days after this 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 maintained in the City Human Resources Department.

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



## ARTICLE XVI

### 16.0 ASSOCIATION RIGHTS

16.1 Release Time for Association Representatives. CASA 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 six (6).
- B. The City's Executive Director of Human Resources shall be provided with a list of names and classification titles of CASA's officers as set forth in Exhibit B of the Confidential Association of Santa Ana City MOU, as well as the names and classification titles of all work site leaders/stewards and other Association representatives. The Association agrees to inform the City in writing of any changes in this list within ten (10) calendar days.
- C. During the term of this MOU, the City agrees to allow reasonable time off without loss of compensation to enable the officers and worksite leaders/stewards to assist other CASA unit employees in processing grievances under the Grievance Review Procedure and other CASA business activities; 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.

Time spent by the Association President, officers or worksite leaders/stewards on Association Release time, under this MOU, shall not be considered time worked for computation of overtime according to the Fair Labor Standards Act.

16.2 Worksite Access.

- A. Officers, worksite leaders/stewards and/or Association 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 Association 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, interfere with the normal operations of the department or with established safety and security requirements. Where any such problems arise, CASA and the City will agree on an alternate meeting/conference facility for the purpose of providing a place for CASA to hold a meeting before or after work or during lunch periods. If the City facility provided CASA as an alternate meeting site during non-working hours is a public meeting room, 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 CASA, such as collecting dues, holding membership meetings, preparation of petitions, 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 CASA, 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.

### 16.3 Release Time for Employee Representatives.

- A. In the event that CASA 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 CASA 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.

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

- A. Material posted by CASA 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 is not derogatory to the City, City employees or other employee organizations.
- C. All materials are dated, identify CASA and bear the signature of the authorized representative(s) of CASA responsible for their issuance.
- D. The City reserves the right to determine what reasonable portion of employee bulletin boards are to be allocated to Association materials.
- E. If CASA does not abide by these provisions; it will forfeit its right to have materials posted on the City's employee bulletin boards.
- F. CASA shall not be permitted to post any material that is prohibited by State law or the City Charter.

16.5 Use of City Facilities. The City shall allow CASA 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; provided, however, CASA shall not be permitted to use City facilities to discuss or present any matter that is prohibited by State law or the City Charter.

## ARTICLE XVII

### 17.0 DUES DEDUCTION & INDEMNIFICATION

- 17.1 Dues Deduction. Upon ratification and approval of dues collection by Association membership, the City shall deduct dues, on a regular basis, from the pay of all employees recognized to be represented by CASA, who voluntarily authorize such deduction, in writing, on a form to be provided for this purpose by the City. The City shall remit such funds to CASA within thirty (30) calendar days following their deduction. Provisions for such dues deduction shall be included in future MOUs should CASA members elect to authorize the deduction.

## ARTICLE XVIII

### 18.0 CITY RIGHTS

- 18.1 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 therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

18.2 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 CASA 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 XIX

### 19.0 STRIKES & WORK STOPPAGES

#### 19.1 Prohibited Conduct.

- A. Any employee of the City covered by this MOU who engages in any strike, sickout, or other partial or total stoppage of work 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.

## ARTICLE XX

### 20.0 LAYOFFS

- 20.1 It is the hope of the City not to separate any employee(s) from employment because of a reduction in the work force or work week during the term of this MOU. However, circumstances arising during this MOU may require such separation(s). In that event, the City shall notify CASA in writing of the layoff at least 30 days prior to the occurrence of the layoff of the employee and, if requested by CASA, schedule a meeting to discuss the same. Only the written notice is required to occur 30 days before the proposed layoff. This provision is not intended to be a waiver of any other rights the parties may have under this MOU.
- 20.2 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 such contracting out, the City shall provide CASA reasonable notice of the decision to contract out, shall meet with CASA upon CASA's request over the impact of the decision to contract out and shall consider reasonable alternatives provided by CASA.
- 20.3 If the City determines to contemporaneously replace employees covered by this MOU with contract workers to perform the same work under similar circumstances, it shall expeditiously notify CASA of its intentions. Upon request by CASA, the City shall schedule meetings with CASA leadership to discuss this objective and give CASA the opportunity to present information before any final decision. The City and Association leadership agree to commence meeting 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 shall be resolved according to the City's Employer-Employee Relations Resolution (Resolution No. 81-75 – Exhibit B of this MOU).
- 20.4 Notwithstanding Section 20.2 and/or Section 20.3 hereof, 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.



20.5 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 this Article XX 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 a vacancy exists and the classification is within the same job family/career ladder. In that event, the employee's length of service in the next lower classification shall be added to his or her length of service in the affected classification, and the 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 Team as outlined in Article XXI shall determine Job Family/Career Ladder for purposes of layoff. See Article XXI, Section 21.3, Joint Labor Management Teams.

20.6 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 the 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 shall be terminated upon the establishment of a new eligible list for the classification or on the one hundred eightieth (180<sup>th</sup>) day following the initial day of such temporary appointment, whichever occurs first.

## ARTICLE XXI

### 21.0 MISCELLANEOUS PROVISIONS

- 21.1 The City agrees to distribute Association membership pamphlets to bargaining unit employees at the new employee orientation sessions conducted by the City.
- 21.2 Catastrophic Leave Donation. In order to assist employees otherwise granted leave of absence without pay by the City Manager because of a catastrophic, non-industrial medical condition or injury, the City and Association agree to implement a Catastrophic Leave Donation Program.

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

The Catastrophic Leave benefit will be provided for non-industrial injury or sickness only. The leave shall cover the uncompensated time prior to the employee's becoming eligible for Long Term Disability (L.T.D.) benefits. Any remaining Catastrophic Leave benefit will be used to supplement L.T.D. benefit payments to ensure an employee continues to receive his or her full salary continuation between both 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 or compensatory time or one in lieu 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 designated by the Department Head or his or her designee as provided herein below.
  3. All donations must be made in two (2) hour increments and a maximum of eight (8) hours per donor, except in lieu holidays must be for eight (8) hours.

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 XI, Section 11.1.
- 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:

- a. His or her name, department name, and employee number;
  - b. The number of hours of compensatory or vacation time of the donation within the limitations of Section A, subparagraph 3 above;
  - c. The name, department and employee number of the recipient; and
  - d. 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, herein.
  5. The City shall add the donated time to the recipient's sick leave account.

21.3 Joint Labor Management Teams. The City and CASA 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 Executive Director of Human Resources, or his or her designee. In no case shall the activity of a team create a delay or hindrance to the ongoing operation of the City.

## ARTICLE XXII

### 22.0 SOLE & ENTIRE AGREEMENT

22.1 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 number 81-75 (Exhibit C). It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, 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 shall provide employees covered by this MOU a copy of this MOU and its attachments, including a section containing the Employer-Employee Relations Resolution of the City of Santa Ana.

22.2 Notwithstanding the foregoing, there exists within the City personnel rules and regulations and departmental rules and regulations. These rules and regulations shall be continued to the extent they do not contravene 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 CASA; provided, further, however, no provision of the rules and regulations shall be changed to contravene specific provisions of this MOU.

## ARTICLE XXIII

### 23.0 WAIVER OF BARGAINING DURING THE TERM OF THIS MOU

23.1 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 XXIV

### 24.0 EMERGENCY WAIVER PROVISION

- 24.1 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. CASA 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 XXV

### 25.0 SEPARABILITY PROVISION

- 25.1 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 XXVI

### 26.0 TERM OF MOU

- 26.1 The term of this MOU shall be from January 1, 2019 to June 30, 2022.
- 26.2 If this MOU is not replaced by a new mutually-agreed upon MOU between the City of Santa Ana and CASA before June 30, 2022, then it is agreed that all provisions of this MOU shall remain in effect until mutual agreement is reached on a new MOU.

ARTICLE XXVII

27.0 RATIFICATION & EXECUTION

27.1 The City and CASA 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 the City Council to adopt a new wage and salary resolution which will provide for the changes contained in the joint recommendations. The City and CASA acknowledge that this MOU shall not be in full force and effect until ratified by the membership of CASA 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 CASA and entered into this 1st day of October, 2019.

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

Dated: \_\_\_\_\_

By:   
Mayor

Dated: \_\_\_\_\_

By:   
City Manager

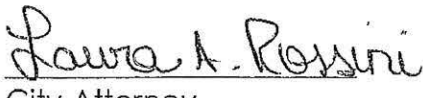
Dated: \_\_\_\_\_

By:   
Executive Director, Human Resources

ATTEST:

   
Clerk of the Council

APPROVED AS TO FORM:

  
for City Attorney

This MOU 2019-2022 has been ratified by the membership of the Confidential Association of Santa Ana (CASA).

CASA:

Dated: 10.7.19

By:   
Orange County Employees Association  
Chief Negotiator

Dated: 10.7.19

By:   
CASA President

## Exhibit A

### List of Classifications Represented by Confidential Association of Santa Ana (CASA)

#### **Full-time Classifications**

Administrative Secretary (UC)  
Budget Aide (UC)  
Budget Analyst (UC)  
Council Services Secretary (UC)  
Executive Assistant (UC)  
Executive Secretary to City Attorney (UC)  
Executive Secretary to the Police Chief (UC)  
Financial Analyst (UC)  
Human Resources Administrative Assistant (UC)  
Human Resources Analyst (UC)  
Human Resources Executive Secretary (UC)  
Human Resources Secretary (UC)  
Human Resources Specialist (UC)  
Human Resources Systems Analyst (UC)  
Human Resources Technician (UC)  
Legal Office Assistant (UC)  
Legal Secretary (UC)  
Litigation Assistant (UC)  
Management Aide (UC)  
Management Analyst (UC)  
Management Assistant (Exempt) (UC)  
Paralegal (UC)  
Payroll Systems Analyst (UC)  
Payroll Technician (UC)  
Police Human Resources Specialist (UC)  
Risk Management Analyst (UC)  
Risk Management Assistant (UC)  
Risk Management Technician (UC)  
Senior Human Resources Specialist (UC)  
Senior Human Resources Technician (UC)  
Senior Legal Management Assistant (Exempt) (UC)  
Senior Legal Office Assistant (UC)  
Senior Legal Secretary (UC)  
Senior Management Assistant (Exempt) (UC)  
Senior Paralegal (Exempt) (UC)  
Senior Payroll Technician (UC)  
Training Coordinator (UC)

**Part-time Civil Service Classifications**  
Human Resources Technician-PTCS (UC)

**Exhibit B**  
**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.

**EXHIBIT B (Continued)**

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

**EXHIBIT B (Continued)**

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



## **EXHIBIT B (Continued)**

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.

**EXHIBIT B (Continued)**

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-Millias-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.

**EXHIBIT B (Continued)**

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

## **EXHIBIT B (Continued)**

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

**EXHIBIT B (Continued)**

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

**EXHIBIT B (Continued)**

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.

## EXHIBIT B (Continued)

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.

## **EXHIBIT B (Continued)**

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



**EXHIBIT B (Continued)**

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.

**EXHIBIT B (Continued)**

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 be deemed 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

**EXHIBIT B (Continued)**

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 18<sup>th</sup> day of May, 1981, by the following vote:

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

EXHIBIT C

**9/80 HARDSHIP CLAIM FORM**

Name: \_\_\_\_\_

Division/Section: \_\_\_\_\_

Position: \_\_\_\_\_

Work Telephone Number: \_\_\_\_\_

Supervisor Name and Telephone: \_\_\_\_\_

Work Hours: \_\_\_\_\_

Proposed Work Hours: \_\_\_\_\_

Basis for Hardship Claim: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Options explored by employee to resolve the hardship: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's proposed solution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor's needs/concerns/comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Hardship Committee Recommendation to Department Head: \_\_\_\_\_

\_\_\_\_\_