

INSURANCE NOT REQUIRED
WORK MAY PROCEED
CLERK OF COUNCIL
DATE: OCT 11 2019

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ANA

AND

SANTA ANA POLICE MANAGEMENT ASSOCIATION

REPRESENTATION UNIT

JULY 1, 2018 THROUGH JUNE 30, 2021

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ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Santa Ana (hereinafter called the "City") has recognized the Santa Ana Police Management Association (hereinafter called the "Association") as the recognized representative of the bargaining unit which includes full-time Police Department employees in the sworn, "safety-member" classifications and assignments of Police Commander, and Deputy Chief of Police, and full-time department employees in the non-sworn, "miscellaneous-member" classifications and assignments of Police Communications Manager, Police Administrative Budget Manager, Police Administrative Manager, Jail Administrator, Correctional Manager, and Police Systems Manager.

(The former titles of Police Lieutenant and Police Captain may continue to be used by the City for such purposes as salary surveys and compensation comparisons for the titles of Police Commander and Deputy Chief of Police, respectively).

ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and the Association agree that they shall not discriminate against any employee in violation of State or Federal law. The City and the Association shall reopen any provision of this Memorandum of Understanding (hereinafter called the "MOU") for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with State or Federal anti-discrimination laws.
- 2.2 Whenever reference is made to the masculine gender, it shall be understood to include the feminine gender, unless expressly stated otherwise.

ARTICLE III

3.0 ATTENDANCE, WORKDAY, WORKWEEK & WORK SCHEDULE

- 3.1 Attendance. Employees covered by this MOU shall be in attendance at their work during hours prescribed by the Police Chief or his or her designee(s) and shall not absent themselves during prescribed hours without authorization from the Police Chief or his or her designee. Employees shall not be required to submit a Leave of Absence Request for absences of two (2) hours or less.
- 3.2 Alternative Work Schedules.
- A. All represented employees, except those Commanders assigned as Watch Commanders or assigned to positions designated by the Police Chief as special exemptions, shall be permitted, at the employee's option, to work a 4/10 work schedule. Each workday shall consist of ten (10) hours of work and thirty (30) minutes unpaid mealtime. Said schedule shall be set by the Police Chief and subject to annual review by the Police Chief.
 - B. All represented employees (except those Commanders assigned as Watch Commanders) not assigned to the 4/10 work schedule shall work a 9/80 work schedule. Employees assigned to the 207(k) 9/80 work schedule shall work either five (5) nine-hour workdays in the first seven (7) day span and three (3) nine-hour and one (1) eight-hour workdays in the second seven (7) day span, or alternatively three (3) nine-hour workdays and one (1) eight-hour workday in the first seven (7) day span and five (5) nine-hour workdays in the second seven (7) day span. Each nine (9) hour workday shall consist of nine (9) hours of work and thirty (30) minutes unpaid mealtime. The eight (8) hour workday shall consist of eight (8) hours of work and thirty (30) minutes of unpaid mealtime.
 - C. Police Commanders assigned to the Field Operations Division as Watch Commanders will continue to be assigned to a 3/12 – 4/12 work schedule. The minimum work day for these employees will consist of 11 hours and 30 minutes of work, with 30 additional minutes for meals. A minimum work period shall consist of two (2) consecutive weeks, with three (3) shifts of 11 hours and 30 minutes in one (1) week and four (4) shifts of 11 hours and 30 minutes in the second week.
 - D. For purposes of computing holiday, vacation, and sick leave accruals, an eight (8) hour day shall be the basis for computation.

ARTICLE IV

4.0 SALARIES

- 4.1 Basic Compensation Plan. There is hereby established a basic compensation plan for all members of the Association who are now employed or will in the future be employed in any of the designated classifications of employment listed in this MOU.
- 4.2 Salary Schedule. The basic salary schedule, as periodically updated and published by the City is comprised of four (4) steps or rate ranges of pay for sworn (CalPERS "Safety") employees and five (5) steps or rate ranges of pay for non-sworn (CalPERS "Miscellaneous") employees.

Effective July 1, 2019, a Step "E" (approximately 5% increase from Step "D") will be added to the sworn classifications in this unit. The basic salary schedule for sworn (CalPERS "Safety") employees will be increased to five (5) steps or rate ranges of pay.

The steps within each range are identified by the letters "A" through "E" inclusive for sworn (CalPERS "Safety") classifications and "AA" through "D" inclusive for non-sworn (CalPERS "Miscellaneous") classifications, with Step "A" being the lowest step for sworn (CalPERS "Safety") and Step "AA" being the lowest step for non-sworn (CalPERS "Miscellaneous") classifications.

The assignment of classes to salary rate ranges during the term of this MOU is listed in the City's salary schedule, as periodically updated and published by the City.

4.3 Salaries.

- A. The base salaries of employees covered by this MOU shall be adjusted as follows:
1. Effective July 1, 2018, classifications covered by this MOU shall receive a retro-active base salary increase of five (5) salary rate ranges (approximately 2.5%).
 2. Effective January 1, 2019, classifications covered by this MOU shall receive a retro-active base salary increase of five (5) salary rate ranges (approximately 2.5%).
 3. Effective July 1, 2019, classifications covered by this MOU shall receive a retro-active base salary increase of eight (8) salary rate ranges (approximately 4%).

4. Effective July 1, 2020, classifications covered by this MOU shall receive a base salary increase of eight (8) salary rate ranges (approximately 4%).
 5. Effective July 1, 2020, the City agrees, after implementation of the 4% base salary increase effective July 1, 2020 (as noted as #3 of this section) to maintain ten (10) salary rate ranges (approximately 5%) between the classes of Top Step Sergeant including all pay additives available to this classification and Police Commander "D" Step including Supervisory Post Additive (minimum 5%) and Bilingual Pay Additive.
 6. The City and Association agree that upon the expiration of this MOU and during the period of good faith negotiations for a subsequent contract, salary and benefits shall continue at the then current rate.
 7. Although there are some retroactive compensation adjustments included in this 2018-2021 MOU, all compensation adjustments provided for in this MOU shall apply only to those employees who are employed on the day in which the City Council approves this MOU. This applies to compensation adjustments in any Article of this MOU.
- B. The parties agree that the City may, at its sole discretion, alter its payroll practices to eliminate the salary and wage step increases system as set forth in its current payroll matrix, as outlined in the City's salary schedule, as periodically updated and published by the City, and replace them with an equivalent percentage system. For example, a five (5) salary rate range increase would not be computed as set forth on the current matrix, but would instead be exactly 2.5%, rounded up to or down to the nearest penny. This system would apply to all salary increases as set forth in this MOU, including Article IV ("Salaries"), Article V ("Assignment and Other Special Pay Additives") and the rate ranges assigned to the classifications represented by this bargaining unit. There shall be no negative consequences to any represented employee by such conversion.
- C. The City agrees, during the term of this MOU, to maintain thirty-four (34) salary rate ranges (17%) between the classes of Deputy Chief of Police and Police Commander.
- 4.4 Application of Basic Compensation Plan. All employees working in classifications of employment covered by this MOU shall be compensated at a monthly rate, as set forth in the City's salary schedule, as periodically updated and published by the City.
- 4.5 Beginning Rates. An employee appointed to one of the designated sworn (CalPERS "Safety") classifications of employment listed in this MOU may be placed by the appointing authority at Step "A," Step "B," Step "C", or Step "D" within the applicable rate range in the

schedule to which the class has been allocated by Resolution of the City, provided that such employee shall be assigned such salary step upon the commencement of his or her service in said classification and such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of the Article.

An employee appointed to one of the designated non-sworn (CalPERS "Miscellaneous") classifications of employment listed in this MOU may be placed by the appointing authority at Step "AA", Step "A", Step "B", or Step "C" within the applicable salary rate range as provided above.

4.6 Service. The word "service" as used in this MOU shall be deemed to mean continuous, full-time service in the classification in which the employee is being considered for salary advancement, service in a higher classification or service in a classification allocated to the same salary rate range and having generally similar duties and requirements. Employees hired after the first (1st) working day of the month shall not be credited with "time in service" for that month when determining the length of service required for salary step advancement. A lapse of service by an employee for a period of time longer than ten (10) calendar days by reason of resignation, quit, or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purpose of this MOU and any such employee reentering the service of the City shall be considered as a new employee, except that he or she may be reemployed within two (2) years 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 leaving City service altogether and not movement within City employment by way of transfer, promotion, or demotion between and among any City departments.

4.7 Advancement Within Ranges. The following regulations shall govern salary advancement within rate ranges:

A. For any employee covered by this MOU who has been initially appointed to a step lower than Step "E," advancement to the next higher step (Step "A" from Step "AA," Step "B" from Step "A," Step "C" from Step "B," Step "D" from Step "C," or Step "E" from Step "D" respectively) shall be granted for continued satisfactory and efficient service by said employee in the effective performance of the duties of his or her position. The effective date of an increase from Step "AA" to Step "A," if granted shall be the first (1st) day of the month following the completion of six (6) months of service at Step "AA." The effective date of such step increase from Step "A," Step "B," Step "C," Step "D", or Step "E" if granted, shall be the first (1st) day of the month following the completion of one (1) year of service at the step to which said employee is being advanced.

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 efficiency or performance 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 Police Chief, 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 step increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified of the reasons therefore.
 3. No advancement in salary above the lowest step in the salary rate range of the designated classification shall become effective until approved by the City Manager, except when placement on a salary step above the lowest step in the applicable salary rate range results from promotion under the provisions of Section 4.9 of this Article.
- B. When any such employee has not been approved for advancement to the next higher salary step, he or she may be reconsidered for advancement to the next higher step above his or her then current step 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.

4.8. Performance Based Salary Adjustments:

Each Non-Sworn employee covered by this MOU who has attained Step "D" may be eligible to receive an annual performance bonus as a one-time monetary incentive payment based on a percentage of current annual rate of base salary in accordance with the following criteria in Section 4.8A-C below.

Effective July 1, 2019 through December 31, 2020, eligible Sworn employees covered by this MOU who have attained Step "D" or "E" may be eligible to receive an annual performance bonus and/or a merit step advancement as defined in Section 4.7 of this MOU. On December 31, 2020, this provision will sunset.

Beginning January 1, 2021, Sworn employees covered by this MOU may be eligible only for an annual performance bonus who have attained Step E. Annual performance bonuses are a one-time monetary incentive payment based on a percentage of current annual base salary in accordance with the criteria in Section 4.8A-C below.

A. Performance Levels

1. For overall performance rated as '5' Significantly Exceeds Expectations, a one-time monetary incentive payment of five percent (5%).
2. For overall performance rated as '4' Exceeds Expectations, a one-time monetary incentive payment of two and one-half percent (2.5%).
3. For overall performance rated as '3' Meets Expectations, no monetary incentive payment.
4. For overall performance rated as '2' Below Expectations, no monetary incentive payment.
5. For overall performance rated as '1' Significantly Below Expectations, no monetary incentive payment.

B. Upon an employee failing to receive a rating of "Significantly Exceeds Expectations" in their Annual Performance Evaluation, the supervisor shall promptly prepare a written document which details objectives the employee must meet in order to receive a "Significantly Exceeds Expectations" rating for that evaluation period and provide that document to the employee. The employee's evaluation will be held in abeyance for a period no longer than 90 days, allowing the employee time to attempt to achieve the objectives. During this time any Performance Based Salary Adjustment for an "Exceeds Expectations," if awarded, shall not be processed. If the employee fails to achieve a rating of "Significantly Exceeds Expectations" within the 90day period, he/she will not be eligible for the "Significantly Exceeds Expectations" bonus for that rating period.

C. Application of Guidelines

1. Any one-time incentive payment granted under this plan is not an increase in base salary and no salary rate range applicable to any Association employee covered by this MOU shall be changed or deemed to have been changed by reason of such payment. However, such incentive payment for Classic CalPERS members as allowable under CCR Section 571a will be reported to CalPERS as special compensation for calculation towards retirement.
2. In the event that CalPERS determines that such payments do not meet the definitions listed in CCR Section 571a as special compensation to be reported

to CalPERS, the City will convert the incentive payment for eligible employees to a meritorious step on the salary range as set forth in section 4.8C (7) below.

3. Any Association employee that is deemed to be a “New CalPERS Member” is not eligible to have the incentive payment reported to CalPERS as special compensation. See, Government Code section 7522.34(c) and PERS circular 200-064-17 dated December 6, 2017, a bonus is not “PERSable” compensation for new members.
4. Any Association employee that is off on IOD or other leave of absence whose Performance Appraisal date occurs while off work will have their appraisal date adjusted when returning to work for the time not worked. The employee will not be eligible for the incentive bonus payment until completing the required time in their regular position necessary to be evaluated per current departmental policy.
5. Performance based monetary incentive payment amounts for Association personnel shall be recommended by the employee’s Supervisor and requires the approval of both the Police Chief and City Manager.
6. The Police Chief shall be responsible for the development and administration of detailed administrative procedures and guidelines for the consistent and effective application of the Association performance appraisal evaluation criteria. Such procedures and guidelines shall define how performance objectives, measure and standards are developed; when and how performance reviews are to be carried out; how overall performance ratings will be determined; and how performance based monetary incentive payment options are to be exercised.
7. If it is determined by PERS that the “Bonus” is not eligible to be included as PERSable compensation, the City shall convert the bonus to two (2) additional merit based steps at increments of 2.5% for the last year that the employee earned the Bonus. The Association understands and agrees that these steps would be merit based and employees must maintain a Significantly Exceeds Rating to receive or maintain the 5% or Exceeds expectations rating to receive or maintain the 2.5%. Employees who do not receive Significantly Exceeds rating or Exceeds Expectations rating will be returned to Step 4 of the Association salary schedule.

4.9 Promotional Salary Advancement. When an employee is promoted to a position in a higher classification from a position in a lower classification, he or she shall be reassigned to the

lowest step in the appropriate salary rate range for the higher classification that gives the employee a minimum increase of one (1) salary step (approximately 5%) over his or her current base salary step (plus any pay for performance bonus if said employee was at top step in their current classification) and exclusive of any pay additive or additives such as shift differential, assignment pay, special skill pay or the like.

- 4.10 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) step.
 - 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.
- 4.11 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.

ARTICLE V

5.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES

- 5.1 Bilingual Assignment Pay. An employee who speaks both English and either Spanish, Samoan, Vietnamese or other languages designated by the Police Chief, will be paid a monthly assignment pay differential in accordance with the criteria and amounts set forth below:
- A. Any Deputy Chief of Police or Police Captain who has been certified by the Executive Director of Human Resources as having satisfactorily demonstrated conversational fluency in both languages shall be paid a monthly differential of one hundred seventy-five (\$175) above his or her then current base monthly salary step.
 - B. Any other member of the Association who works in a position where it has been determined by the Police Chief 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 and essential element of the work being performed, as determined by the Police Chief or his or her designee, shall be paid a monthly differential of one hundred seventy five (\$175) above his or her then current base monthly salary step, upon certification by the Executive Director of Human Resources that this person has satisfactorily demonstrated conversational fluency in both languages.

ARTICLE VI

6.0 EDUCATIONAL INCENTIVE PROGRAM

- 6.1 Effective July 1, 2019, all eligible members of PMA currently receiving Educational Incentives listed in Section 6.1A–I (as described below) as of July 1, 2019 will be “grandfathered in” to continue to receive those incentives but no other members of the association will be able to participate in this educational incentive. In no event shall the application of this Educational Incentive program described in Section 6.1 result in an employee being eligible to earn more than ten percent (10%) above his or her then current base monthly salary step.
- A. FBI National Academy. Any employee covered by this MOU who successfully completes the FBI National Academy shall be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step.
 - B. California Command College. Any employee covered by this MOU who successfully completes the California Command College shall be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step.
 - C. LAPD Leadership Program. Any employee covered by this MOU who successfully completes the LAPD Leadership Program shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
 - D. Police Executive Research Forum (PERF) Senior Management Institute for Police. Any employee covered by this MOU who successfully completes the Senior Management Institute for Police shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
 - E. FBI National Academy (LEEDS Program). Any employee covered by this MOU who successfully completes the FBI LEEDS Program shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
 - F. International Association of Chiefs of Police. Any employee covered by this MOU who successfully completes the Leadership in Police Organizations Program shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
 - G. Homeland Security Executive Leaders Program. Any employee covered by this

MOU who successfully completes the Homeland Security Executive Leaders Program shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

- H. Advanced Leadership Program. The advanced leadership courses listed below represent curriculum that exceed minimum training mandates for law enforcement managers. The subject matter addresses a variety of critical topics associated with advanced organizational development and the role of leaders within the organization. All courses are applicable to sworn and civilian managers.

Any employee covered by this MOU who successfully completes a cumulative total of 112 hours of the below listed advanced leadership courses shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

Leadership Courses	Hours
Command Institute for Law Enforcement Executives (F.B.I. – LEEDA)	40
Contemporary Leadership Issues (F.B.I. – LEEDA)	32
Executive Development Course (P.O.S.T.)	80
Management Civilian Seminar (Part I) (P.O.S.T.)	24
Management Civilian Seminar (Part II) P.O.S.T.	24
Organizational Leadership (P.O.S.T.)	40
Police Management Seminar Advanced (P.O.S.T.)	24
Supervisor Leadership Institute (F.B.I. – LEEDA)	40
POST Management Update	24
POST Supervisory Update	24
FBI-LEEDA Executive Survival	32
Role of the Police Chief	40
POST Supervisory/Leadership Update	24
Effective Executive Communication	24
Police Management Seminar Advanced	24
Civilian Management Seminar	40
Advanced Civilian Management	24

- I. Additional Courses. Any other course, 24 hours or longer, which focuses on developing leadership skills or increasing knowledge of contemporary law enforcement issues of a management/executive nature, or which enhances knowledge of community policing strategies or trends, shall be reviewed and approved by the Chief of Police after he/she ensures that the above criteria are met.
- 6.2 Educational Incentive Program: Effective July 1, 2019 for all members covered by this MOU, including Current PMA members, employees hired or promoted into the

PMA unit on or after July 1, 2019, shall not be eligible for the Educational Incentives Program described in Section 6.1 A-I (above) but shall now be eligible for the Education Incentives listed in this section of this MOU. Those that were previously receiving incentives in Section 6.1 A-I that qualify for the provisions in this section on or after July 1, 2019, shall not be eligible for both, only the greater benefit of the two.

A. SWORN ONLY

Sworn employees may only qualify for one (1) Education Incentive Level at one time and not intended to be compounded with one another.

1. Level 1 - Any sworn employee covered by this MOU who successfully obtains his/her Supervisory POST certificate, shall be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step (cap=5%).
2. Level 2 - Any sworn employee covered by this MOU who successfully obtains his/her Supervisory POST AND California Command College OR FBI National Academy shall be paid at twenty (20) salary rate ranges (approximately 10%) above his or her then current base monthly salary step (cap=10%).
3. Level 3 - Any sworn employee covered by this MOU who attains their MA/MS Degree AND Supervisory POST shall be paid at twenty (20) salary rate ranges (approximately 10%) on above his or her then current base monthly salary step (cap 10%).
4. Level 4- Any sworn employee covered by this MOU who attains their MA/MS Degree AND Supervisory POST AND California Command College OR FBI National Academy shall be paid at thirty (30) salary rate ranges (approximately 15%) on above his or her then current base monthly salary step (cap 15%).

B. NON-SWORN

1. Any non-sworn employee covered by this MOU who successfully attains a Masters of Art or Master of Science degree shall be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step (cap=5%).

ARTICLE VII

7.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM

7.1 Purpose.

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

7.2 Eligibility (Updated effective July 1, 2019).

- A. Application for tuition reimbursement will be considered only from full-time, regular City employees covered by this MOU who have completed probation.
- B. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as the G.I. Bill, scholarships, etc.
- C. Applications will be approved only for courses directly related to the employee's job or directly related to a promotional position in the employee's occupational specialty.
- D. Courses not ostensibly related to the employee's job, but which are required in the course plan to qualify for a degree that is directly related to his job, may be reimbursable only after all required, occupationally-related courses have been completed
- E. Prior to receiving tuition reimbursement, employees must submit documentary proof of having received a grade of not less than "C" for the course. If objective ratings are not rendered for a specific course, then a certificate of successful completion must be submitted.
- F. Approval will be limited to courses given by accredited colleges and universities, city colleges or adult education courses under the sponsorship of a Board of Education and certain non-collegiate training seminars approved by the Police Chief. Other 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

Police Department with prior approval of the Police Chief.

7.3 Reimbursement (updated effective July 1, 2019).

- A. Reimbursement will be based on the cost of tuition or registration fees and all required texts and related material for each course. Additional expenses such as meals and parking fees are not reimbursable. If, however, an employee is required by the Police Chief to attend a particular course or seminar, the expense shall be borne entirely by the Department.
- B. Costs for required textbooks are eligible for one hundred percent (100%) reimbursement subject to the following conditions:
 - 1. That a duplicate of the required textbook(s) was unavailable for loan from the Department library prior to the commencement of coursework; and
 - 2. That any textbook(s) purchased by the City shall be submitted to the employee's Departmental library in order that such textbook(s) may be made available to all employees.
- C. Tuition and registration costs are eligible for one hundred percent (100%) reimbursement up to a maximum total of two thousand dollars (\$2,000) per fiscal year (including non-P.O.S.T. reimbursable courses and approved non-collegiate seminar training courses).

Reimbursement for non-collegiate seminar training courses require the prior approval of the Police Chief and shall be limited to two (2) such courses per year and a maximum of \$500 per course.

7.4 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete, in duplicate, an Application for Training and Educational Assistance form and submit it to the Police Chief.
- B. The Police Chief will recommend approval or disapproval and forward the application to the Human Resources Department.
- C. The Executive Director of Human Resources will approve or disapprove the application for the City. One (1) copy will be returned to the employee and the duplicate will be retained by the Human Resources Department. It is advisable that the applicant accomplish the procedure so far described prior to the inception of the

course or disbursement of personal funds in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy.

- D. The employee will 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 with appropriate receipts for tuition and textbook costs. These will 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 Executive Director of Human Resources will compute the amount of reimbursement, authenticate the application and forward it to the Police Chief.
- F. The Police Chief will then authorize the Finance and Management Services Department to reimburse the employee the approved amount out of the budget of the Police Department.

ARTICLE VIII

8.0 OVERTIME

- 8.1 Compensation for Overtime. Employees in any of the designated classes of employment listed in this MOU are not eligible for monetary compensation for overtime work or for compensatory time off with pay for overtime work, unless so required by the Fair Labor Standards Act, or any other State or Federal laws.

ARTICLE IX

9.0 HOLIDAYS

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

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

9.2 Full-time permanent and probationary employees covered by this MOU shall be entitled to receive twelve (12) working days off, eight (8) hours per day, during the calendar year in lieu of the holiday benefits specified in Section 9.1, supra. Therefore, employees with alternative work schedules shall be credited with ninety-six (96) hours of Holiday Time at the beginning

of every calendar year in lieu of twelve (12) holidays in the year.

For purposes of computing holiday accruals, an eight (8) hour day shall be the basis for computation.

Said substitute holidays may be taken at any time during the calendar year with prior permission of the employee's supervisor and subject to the operational needs of the Department. However, if an employee who separates from the service of the City has taken time off for holidays in advance of the date or day the holidays actually occur, he or she must pay the City the cash value for such used but unearned holiday time off benefits prior to or at the time of separation.

- 9.3 A employee must actually work at least one (1) day preceding the day a holiday listed in Section 9.1, supra, 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, supra, actually occurs in order to receive compensation for the holiday.

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

- 9.4 Holiday time off may be taken in 30-minute increments.

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

- 9.6 Leave Cash Option. Employees covered by this MOU may cash out a combination of holiday, vacation, and management vacation leaves, up to a maximum of 260 hours in a calendar year.

A. Holiday Leave: Employees may receive cash compensation, computed on a straight time basis, up to a maximum of eighty (80) hours of their holiday leave benefits, including the floating holiday, set forth in Section 9.2 above.

B. Vacation Leave:

1. Employees may receive cash compensation, computed on a straight time basis, for up to a maximum of 150 hours of earned, unused vacation leave benefits, set forth in Sections 10.2D herein.

2. Effective December 31, 2019, “must-use” vacation earned in the current calendar year over the max carry-over limit will be cashed out as specified in Article 10.2 C 2 and 3. This requires an employee to take at a minimum eighty (80) hours of vacation leave within the calendar year in order to receive cash out of max carry over hours. If employee does not take eighty (80) hours of vacation leave in the calendar year, the employee will not receive cash-out or carry-over into next calendar year as indicated in Section 10.2 C.2.

C. Management Vacation Leave: Employees may receive cash compensation, computed on a straight time basis, up to a maximum of 150 hours of earned, unused management vacation leave benefits, set forth in Section 10.3 herein. Employees covered by this MOU shall accrue 100 hours of management vacation per year.

Such cash option may be eliminated or modified to the extent it is construed as overtime under Department of Labor Guidelines implementing provisions of the Fair Labor Standards Act.

D. Association members who notify the City, in writing, of their intent to retire within 12 calendar months shall be allowed to cash out any and all eligible leave bank balances, including sick leave, upon request. Employees shall receive payment as soon as practical, and no longer than 30 days after the request has been made. If an employee cashes out his or her eligible leave bank balances prior to retirement and subsequently remains employed one year after their initial notice of intent to retire, said employee shall be ineligible to accrue 100 hours of management vacation the next calendar year.

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

10.2 Vacation.

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.

Completed Years	Annual Vacation Accrued	Monthly Accrual Rate
1	120	10.00
2	120	10.00
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. Vacation time off may be taken in increments as small as one (1) hour, with

fractional usage rounded upward to the next higher multiple of one (1).

C. Computing Regular 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. Should an employee be confined to a hospital for sickness or injury while on authorized vacation, each full day of such confinement, when confirmed by a physician's statement and approval of the Police Chief, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave.
2. 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. Beginning December 31, 2019, and each December 31st thereafter, any vacation not used beyond the maximum carryover amount from the current calendar year will be cashed out at the employee's base rate of pay by the City at the end of the current calendar year provided that the employee takes a minimum of eighty (80) hours of accrued vacation leave time off in that calendar year.
3. Any employee that does not take a minimum of eighty (80) hours of vacation leave hours during the calendar year beyond the maximum carryover amount as described in this section 10.2.C.2., the hours beyond the maximum carry over amount from year to year will be forfeited, meaning that no pay shall be received for such unused vacation at any time. This provision constitutes a waiver of any rights to vested vacation benefits under California Labor Code section 227.3.

Completed Years	Max Carryover
1	120
2	240
3	240
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

4. Employees may or may not be allowed or required to accumulate or split vacations. The time at which an employee shall take his or her vacation shall be determined by seniority within rank, with due regard for the needs of the service.

For purposes of computing vacation accruals, an eight (8) hour day shall be the basis for computation.

D. Leave Cash Options. Refer to Section 9.6.B.1-2 of this MOU for details.

10.3 Management Vacation Benefit. All employees covered by this MOU will be granted one hundred (100) hours of management vacation per calendar year over the vacation schedules. Employees may accrue a maximum of 480 hours of such Management Vacation.

10.4 Effect of Extended Sick Leave on Vacation Accrual. An employee that is absent on paid sick leave or unpaid leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not accrue vacation credits during that month.

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 or injury 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, eight (8) hours 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. Notwithstanding the foregoing, an employee on leave of absence for service-connected illness or injury who is covered by the provisions of Labor Code Section 4850, shall continue to accumulate eight (8) hours of sick leave for each full calendar month of service for which he or she is employed by the City with full pay during said absence for service-connected illness or injury. For purposes of computing sick leave accruals, an eight (8) hour day shall be the basis for computation.
- C. Authorized Only When Necessary. 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.

When an accepted industrial illness or injury has caused a non-sworn employee's absence, for which benefits are required under the State Workers' Compensation Insurance and Safety Act, paid sick leave will 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 will have the three (3) used sick days recredited to his or her account. Paid sick leave will continue until the fourth (4th) 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 will be advanced sick leave for this purpose. Subsequently, the City will deduct an equal amount previously advanced from any sick leave accrued by the employee until the total amount is recovered. If the employee terminates before recovery of all advanced sick leave, the City will deduct the unrecovered cost

of sick leave from such terminated employee's final paycheck, to the extent possible. 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 2,000 hours. Sick leave usage of less than a full day shall be charged in minimum increments of one (1) hour, with fractional usage rounded upward to the next higher multiple of one (1).
- E. Extended. The City Manager may grant leave up to six (6) months without pay to an employee who has exhausted all of his accrued sick leave if a licensed physician indicates that the employee will be sufficiently recovered to return to his employment within a six (6) month period. Prior to the expiration of the additional time, the employee may return to his 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 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 Vacation. After an employee's sick leave has been exhausted, he or she may be granted permission to take any earned vacation he or she may have accrued.
- G. Notice. The employee taking sick leave shall notify his or her immediate supervisor as established by the Police Department regulations. When the absence is more than three (3) consecutive working days, the employee must present to the Police Chief 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. Such certificate shall be transmitted to the Human Resources Department with the report of the employee's 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 to an employee, such excess sick leave will, first, be deducted from any available vacation leave benefit; finally, deducted from the next scheduled salary payment.
- J. Personal 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, spouse, or registered domestic partner of the employee. As used in this section, a child means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and a parent means a biological, foster, adoptive parent, a stepparent, or a legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. This section also applies to the employee's grandparent, grandchild, or sibling.

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.

Up to three (3) days of this personal necessity leave may be used: (a) to attend to a serious accident to members of the employee's immediate family; (b) childbirth; (c) to cope with imminent danger to the employee's home or other valuable property; or (d) when the existence of external circumstances beyond the employee's control make it impractical for him or her to report for duty. 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. (effective upon adoption of this MOU).

1. Payment criteria and limitations.

Upon non-disciplinary termination of employment after ten (10) years of cumulative full-time service with the City, each qualified employee shall be entitled to the following cash out provisions below:

- a. After ten (10) years, but less than 15 years of service, the employee shall be entitled to 50% of the amount of unused sick leave benefits credited to

his or her Retirement Health Savings (RHS) account upon the effective date of separation, not to exceed a maximum limit of 640 hours.

- b. After fifteen (15) years, but less than 20 years of service, the employee shall be entitled to 50% of unused sick leave benefits credited to his or her Retirement Health Savings (RHS) account upon the effective date of separation, not to exceed a maximum limit of 800 hours.
- c. After twenty (20) years, but less than 25 years of service, the employee shall be entitled to 66.67% of unused sick leave benefits credited to his or her Retirement Health Savings (RHS) account upon the effective date of separation, not to exceed a maximum limit of 1,067 hours.
- d. After twenty-five (25) years of service or more, the employee shall be entitled to 100% of the amount of unused sick leave benefits credited to his or her Retirement Health Savings (RHS) account upon the effective date of separation, not to exceed a maximum limit of 1,600 hours.

2. 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 two-thirds (2/3) 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 the death.

11.2 Bereavement Leave. An employee shall be granted up to three (3) days leave without loss of pay in case of death of a member of the employee's immediate family. For 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/her specific workday schedule. Such leave is designated as bereavement leave. "Immediate family" as used in this section is limited to:

- A. Any relative by blood or marriage who is a member of the employee's household;
- B. A parent, parent-in-law, spouse, child, brother, sister, grandparent or grandchild of the employee, regardless of residence;
- C. Any other relative of the employee by blood or marriage where it can be established by the employee that as a result of such relative's death, the employee's presence is required.

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 will be reinstated as provided in Section 9-143 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, will be granted leave with pay not to exceed thirty (30) working 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 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 the Police Chief 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 will 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.
- 11.7 Authorized Absence Without Pay - Short Term. Absence without pay, not to exceed five (5) consecutive working days, may be authorized by the Police Chief. Absence without pay, not to exceed fifteen (15) calendar days, may be authorized by the Department with the approval of the City Manager. Such an absence may be authorized only if, in the judgment of the Police Chief, 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 Police Chief 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 Police Chief 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) months period or a shorter period of the full six (6) months if not taken. Upon receipt of such notice, the Police Chief will take steps necessary to restore the employee to his or her former position.

11.9 Industrial Leave.

- A. Each "safety member" employee covered by the provisions of Labor Code Section 4850 who is compelled to be absent from duty because of an illness or injury covered by the State of California Workers' Compensation Insurance and Safety Act shall, in lieu of temporary disability compensation payable under the aforementioned Act, continue to be paid his or her normal salary and accrue other benefits in accordance with the provisions of Labor Code Section 4850.
- B. 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, seniority and any other benefits.

11.10 Administrative Leave Policy. The City Manager is authorized to grant, at his or her discretion, paid or unpaid administrative leave for employees covered by this MOU.

11.11 Catastrophic Leave Donation. In order to assist employees otherwise granted leave of absence without pay by the City Manager because of catastrophic non-industrial medical condition or injury, the City and Association agree to implement a Catastrophic Leave Donation procedure.

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 becoming eligible for Long Term Disability (L.T.D). 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 Police Chief or his designee as provided herein below.

3. Donations shall be for a minimum of two (2) hours and a maximum of eight (8) hours per donor. All donations must be made in two (2) hour increments, 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.

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, vacation, and in lieu holidays, will be exhausted and the employee's illness will continue past the time when the employee will be on paid status.
2. The Police Chief or his/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.

Upon receipt of a valid request for donations from an eligible employee, the Police Chief 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.

Employees wishing to donate time to an eligible employee must sign his or her authorization of the transfer of such donated time and provide:

1. His/her name, department name, and employee number.
2. The number of hours of compensatory or vacation time of the donation within the limitations of Section A, subparagraph 3 above.

3. The name, department and employee number of the recipient.
4. A statement indicating that the donor understands such donation of time is irrevocable.

ARTICLE XII

12.0 EMPLOYEE INSURANCE

12.1 Health Insurance. The City shall contribute an allowance towards the employee's Cafeteria Benefit plan for health insurance premiums for affected employees and their 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.

A. The City will provide a monthly contribution to health insurance premiums at the following rates:

- Employee Only \$654.00
- Employee +1 \$1,307.00
- Employee + Family \$1,700.00

B. Any contribution necessary to maintain benefits under any health insurance program provided by the City for its employees and their eligible dependents in excess of the amount of the City contribution to the Cafeteria Benefit Plan specified above shall be borne entirely by the employee.

C. For each such employee who is covered under a spouse's non-City sponsored health plan, the City will pay the employee a cash-in-lieu payment (subject to taxation as wages) each month in an amount equal to one hundred percent (100%) of the monthly premium amount for the City's lowest "employee-only" coverage, if said 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. Said waiver shall include a provision warning such employee that reentry into any of the City-sponsored plans is allowed only at open enrollment, unless there is a qualifying event, and may require proof of insurability for such employee and/or family.

12.2 Dental Insurance. The City agrees to contribute towards the Cafeteria Benefit Plan the payment of premiums for dental insurance plans provided by the City for employees covered by this MOU and their eligible dependents on the following basis:

A. One hundred percent (100%) of the premium cost for "employee-only" coverage.

B. Up to one hundred ten dollars (\$110) per month per employee for "family" coverage.

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.

For each such employee who is covered under a spouse's non-City sponsored dental plan, the City will pay the employee a cash-in-lieu payment (subject to taxation as wages) each month in an amount equal to one-hundred percent (100%) of the City's contribution, if the employee waives, in writing, City-paid coverage. Such waiver shall include a provision warning such employee that reentry into any City-sponsored plan is allowed only at open enrollment, unless there is a qualifying event, and may require proof of insurability for such employee and/or family.

12.3 Disability Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for a long term disability insurance plan for employees covered by this MOU as said plan. Effective January 1, 2020, Police Management employees covered by this MOU shall receive a monthly benefit of sixty-six and two-thirds percent (66 2/3%) of their base monthly salary (to a maximum monthly benefit of \$7,500).

12.4 Life Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for term life insurance coverage under the policy it maintains on behalf of its officers and employees in order to provide employees covered by this MOU with life insurance coverage in an amount equal to twice such employee's annual rate of salary to a maximum of three hundred thousand dollars (\$300,000), provided said affected employees can provide evidence of insurability of coverage above one hundred fifty thousand dollars (\$150,000) if so required by the terms and conditions of said term life insurance policy.

In the event any such employee is determined to be ineligible for said insurance coverage, the City will attempt to provide as much coverage as may be obtained at reasonable cost without having to provide evidence of insurability.

12.5 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 changes have been made.

12.6 Cafeteria Benefit Plan. The City provides a Cafeteria Benefit Plan adopted in accordance with the provisions of Internal Revenue Code § 125 for employees covered by this MOU. Affected employees will be eligible to receive cash (subject to taxation as wages) through the Cafeteria Benefit Plan if they either opt-out of receiving one of the optional benefits provided through the plan or if they choose optional benefits that do not cost as much as the maximum dollar amount they have received through the plan.

If two City employees are married, at least one of the two employees must maintain insurance coverage. The amount of money that can be redesignated by the employee waiving coverage is limited to the value of the “employee-only” level within each type of insurance.

In the event the City experiences an adverse impact in rates due to utilization of the redesignation option, the City and PMA agree to meet and confer over the impact.

12.7 Medical Retirement Subsidy Plan. The City provides the “Vantage Care” Retirement Health Savings Plan (“RHS”), which designated ICMA-RC as the administrator of the plan.

A. The City shall contribute two and three-quarter percent (2.75%) of base salary, plus pay additives. Effective July 1, 2019, the City shall contribute four (4%) percent of base salary, plus pay additives each pay period into the individual accounts of Association members established with the City’s plan administrator ICMA-RC.

1. Employees covered by this MOU shall continue to contribute one half of one percent (.50%) of base salary, plus pay additives, each pay period into their individual RHS accounts established with plan administrator ICMA-RC.

2. In addition to the contributions referenced above, an Association member may contribute unused sick leave, vacation, and other benefits to the trust as defined by the plan guidelines.

3. The program is not intended to create any form of lifetime insurance subsidy, benefit or entitlement.

12.8 Vision Insurance. The City shall maintain in effect its existing vision care plan through EyeMed, for employees covered by this MOU. This plan is voluntary on behalf of the employee and shall be fully funded by the participating employee.

ARTICLE XIII

13.0 RESERVED

ARTICLE XIV

14.0 RETIREMENT

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

14.2 Deferred Retirement. The City will continue to make payment to CalPERS on behalf of each affected employee, in an amount necessary to pay one hundred percent (100%) of his or her individual employee retirement contribution. Such payments shall be credited to the individual employee's CalPERS account.

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

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

In the event that the City receives a ruling from the Internal Revenue Service that such payments are ordinary income of the employees instead of deferred compensation, the City's obligation to make such payments shall discontinue and in place thereof the base salary of each said employee shall forthwith be increased by eighteen (18) salary rate ranges (approximately 9%) for "safety member" employees covered under the 3% at age 50 CalPERS formula and sixteen (16) salary rate ranges (approximately 8%) for all "miscellaneous member" employees covered under the 2.7% at age 55 CalPERS Formula.

14.3 1959 Survivor's Benefit. The City shall provide CalPERS fourth level of 1959 Survivor's Benefits to all eligible employees in the unit.

14.4 Pre-Retirement Optional Settlement 2 Death Benefit. The City shall provide the Pre-Retirement Optional Settlement 2 Death Benefit to all employees covered by this MOU.

14.5 2.7% at 55 Service Retirement Benefit for Classic Miscellaneous Members. The City agrees to continue to provide Classic Miscellaneous employees covered by this MOU who are defined as Classic Members under the California Public Employees' Pension Reform Act

(PEPRA) of 2013 with the 2.7% at 55 Service Retirement benefit.

Payment of 2.7% at 55 Service Retirement Benefit. Classic Miscellaneous employees covered by this MOU shall pay eight percent (8%) of CalPERS reportable compensation toward the employer cost of the 2.7% at 55 enhanced retirement formula. This payment 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, this eight percent (8%) employee contribution shall be implemented through payroll deductions on a pre-tax basis.

2% at 62 Retirement Benefit for New Miscellaneous Members. The City agrees to provide Miscellaneous employees covered by this MOU who are defined as New Members under PEPRA, with the 2% at 62 Service Retirement benefit.

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

Final compensation for New Miscellaneous Members will be based on the highest annual average compensation earnable during a period of at least thirty-six (36) consecutive months preceding the effective date of his or her retirement per Government Code Section 7522.32.

Effective July 1, 2013, employees covered under the 2% at 62 retirement formula for Miscellaneous shall pay one half of the normal cost rate, as established by CalPERS.

- 14.6 3% at 50 Service Retirement Benefit for Classic Safety Members. The City agrees to continue to provide Classic Safety employees covered by this MOU who are defined as Classic Members under the California Public Employees' Pension Reform Act (PEPRA) with the 3% at 50 Service Retirement benefit.

Payment of 3% at 50 Service Retirement Benefit. Effective January 1, 2018, Classic Safety employees covered by this MOU shall pay twelve percent (12%) of CalPERS reportable compensation toward the employer cost of the 3% at 50 enhanced retirement formula. This payment 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 this twelve -percent (12%) employee contribution shall be implemented through payroll deduction on a pre-tax basis.

2.7% @ 57 Retirement Benefit for New Safety Members. The City agrees to provide Safety employees covered by this MOU who are defined as New Members under PEPRA with the 2.7% @ 57 Service Retirement benefit.

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

Final compensation for New Safety Members will be based on the highest annual average compensation earnable during a period of at least 36 consecutive months preceding the effective date of his or her retirement. per Government Code Section 7522.32.

Effective July 1, 2013, employees covered under the 2.7% @ 57 retirement formula for Safety shall pay one half of the normal cost rate, as established by CalPERS.

- 14.7 Military Service Credit as Public Service. "Safety" employees and "miscellaneous" employees may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service per Government Code Section 21024.
- 14.8 Credit for Unused Sick Leave at Retirement. All sworn and non-sworn employees covered by this MOU can have unused accumulated sick leave at the time of retirement converted to additional service credit at the rate of 0.004 years of service credit for each day, eight (8) hours per day, of unused sick leave (i.e., 200 days of sick leave equals .80 additional years of service credit), pursuant to regulations prescribed by PERS. Effective upon adoption of this MOU, the maximum total unused sick leave that can be converted shall be two-hundred fifty days (250) eight (8) hours working days equal to two thousand (2000) hours. Any accumulated sick leave in excess of 2000 hours shall be forfeited. The City must report only those hours 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 or 120 days of separation from employment. (Government Code Section 20965)

ARTICLE XV

15.0 TECHNOLOGY STIPEND

- 15.1 The City shall provide a \$75 a month Electronic Device Stipend (“Stipend”) for those Association employees whose positions require the regular use of a cell phone and/or tablet and who choose to use their own personal devices for business-related conversations and activities. These employees may be eligible to receive a Stipend to compensate for business-related costs incurred while using their individually-owned electronic devices. Eligibility for the stipend requires the employee to return to the City any City issued electronic device for which the employee will be substituting his or her personal device.

ARTICLE XVI

16.0 EXPANDED RESIDENCY

- 16.1 The City shall continue to permit employees covered by this MOU to reside outside the limits of Orange County, so long as such residency is not an unreasonable distance nor requires an unreasonable response time to the particular employee's place of employment. Any affected employee who desires to take advantage of the opportunity to reside outside of Orange County shall first request permission to do so from the Police Chief. Said request shall be granted by the Police Chief if it is determined that the intended residence is not an unreasonable distance nor requires an unreasonable response time to the employee's place of employment.

Should the Police Chief refuse any such request, the employee shall have the right to appeal said determination to the City Manager for reconsideration.

ARTICLE XVII

17.0 CONTROLLED PARKING AND TAKE HOME VEHICLE PRIVILEGES

- 17.1 Parking. The City shall provide non-sworn employees covered by this MOU with free parking for personal vehicles during on-duty hours in controlled parking facilities in the Civic Center area.
- 17.2 Take Home Vehicle. All employees in the classifications of Deputy Chief of Police and Police Commander shall receive a City-owned and maintained vehicle for traveling between the employee's residence and the Police Department or other business-related location, as necessary in the performance of his or her duties.

ARTICLE XVIII

18.0 DISCIPLINE

- 18.1 An employee covered by this MOU may only be disciplined in accordance with the standards and procedures and subjects to all rights of appeal set forth in Section 1000d of the City Charter and Municipal Code Sections 9-9, 9-10, 9-118.1 et. seq.
- 18.2 In addition, a new section shall be added to the Municipal Code to provide as follows:
- A. In the event an employee is ordered to absent himself from the job based on probable cause and it is subsequently determined by the Police Chief, the City Manager, Personnel Board or a court of competent jurisdiction, that cause did not exist for the ordered absence, the employee shall have restored to him any paid leaves of absence against which such absence may have been charged, and he shall be granted a retroactive leave of absence with pay for the time during which he was prohibited from performing the duties of his position, less any compensation paid to him by the City during such ordered absence.
 - B. In the event an employee is reduced, suspended, and/or discharged, and upon appeal the City Manager, Personnel Board or a court of competent jurisdiction does not sustain such reduction, suspension, and/or discharge, the employee shall be entitled to his base rate of salary including all additives, vacation, and sick leave as if such unsustained reduction, suspension, or discharge had not been invoked. However, in no event shall an employee be entitled to any salary credit for vacation and sick leave for any period of time covered by a suspension sustained on appeal or for any period of time waived by the employee as a condition to the granting of a continuance of any hearing on appeal.
 - C. If, during an absence for which an employee is paid pursuant to this Section, he earned any money which he would not have earned had he continued to perform the duties of his position, such sum shall be deducted from the salary otherwise payable to him pursuant to this Section.

ARTICLE XIX

19.0 GRIEVANCE REVIEW PROCEDURE

- 19.1 Definition of a Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees of the Association 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 Personnel Board by those provisions of the City Charter and the Civil Service Rules and Regulations.

No employee shall suffer any reprisal because of filing or processing of a grievance or participation in the Grievance Review Procedure.

19.2 Informal Process.

- A. An employee 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 ten (10) calendar 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 given 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 five (5) working days, a mutually acceptable solution has not been reached at the informal level, the employee and/or the employee's designated representative shall then set forth the grievance in writing, indicate the nature of the action desired, sign it, and submit it to the Police Chief. At this point, the grievance review process becomes formal. Should the grievant and/or his or her designated representative fail to file a written grievance, and in the manner specified above, within ten (10) working days after first discussing the grievance with the employee's immediate supervisor, the grievance shall be barred and waived.

19.3 Formal Process.

- A. If a grievance is not resolved through the informal process, and a written grievance is filed within the time limits set forth above, the grievant's immediate supervisor shall add his or her comments and any justification he or she considered proper, sign it, and forward it to the Police Chief without undue delay or, in no case, more than ten (10) calendar days.

- B. If the grievant files a written grievance to the Police Chief in the manner and within the time limits specified, then a conference shall be held at the request of the employee or the Police Chief.
- C. Police Chief shall inform the employee of his or her action within ten (10) calendar days of the conference referenced in subsection (B) above. The original of the grievance form and the Chief's decision shall be filed in the Personnel Records of the Department.
- D. If no satisfactory settlement has been reached at the Department level, the employee may, within ten (10) calendar days after being informed by the Police Chief of his or her decision on the matter, and the reasons thereof, submit the grievance in writing to the City Manager, or his or her duly authorized representative, for determination. Failure of the grievant to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on a basis of the Police Chief's response.
- E. The City Manager or his or her duly authorized representative, after a careful review, shall render a final decision on the merits of the grievance, in writing, and return it to the grievant within thirty (30) calendar days after receiving the grievance. 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 representative's written decision shall be filed in the Personnel Records of the Department and the grievant's personnel jacket maintained in the Human Resources Department.
- F. After the procedures set forth in this Article have been exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said grievance under the law.

ARTICLE XX

20.0 DUES DEDUCTION AND INDEMNIFICATION

- 20.1 Dues Deduction. The City shall deduct dues, on a regular basis, from the pay of all employees recognized to be represented by the Association, 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 the Association within thirty (30) days following their deduction.
- 20.2 Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits instituted by a member or members of the Association arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit, to the Association, monies deducted from the employees pursuant to this Article.

ARTICLE XXI

21.0 CITY RIGHTS

- 21.1 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 non-existence 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 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 nondisciplinary 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 nondisciplinary reasons in accordance with this MOU.
 - O. To determine policies, procedures and standards including, but not limited to, quality and quantity standards and to require compliance therewith.
 - 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.
- 21.2 Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association 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.
- 21.3 Layoffs. During the term of this MOU, the City agrees to meet and confer regarding both the decision and the impact of layoffs to the ranks of Police Commander or Deputy Chief of Police, respectively.
- 21.4 Transfer of Bargaining Unit Work. As required by the Meyers-Milias-Brown Act, the City agrees to meet and confer prior to the implementation of said transfer as follows:
- A. Transfer of bargaining unit work from an Association classification to a class not represented by the Association; or
 - B. Transfer of work from a classification outside the Association to a classification represented by the Association.

ARTICLE XXII

22.0 STRIKES AND WORK STOPPAGES

22.1 Prohibited Conduct.

- A. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU, they will not cause or condone any unlawful strike, workout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.
- B. Any employee who participates in any conduct prohibited in Subsection A above shall be subject to suspension, demotion or dismissal by the appointing authority.

22.2 Association Responsibility. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Subsection A, Section 22.1 above of this Article, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in the conduct prohibited and return to work.

ARTICLE XXIII

23.0 SOLE AND ENTIRE AGREEMENT

- 23.1 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 and written, expressed 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.
- 23.2 The City will continue to administer its employee relations and its personnel policies and procedures in accordance with duly adopted ordinances and resolutions, and the affected employees will continue to be governed thereby during the term of this MOU.

ARTICLE XXIV

24.0 WAIVER OF BARGAINING DURING THE TERM OF MOU

- 24.1 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 of conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto, unless required by specific provision of this MOU, 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 XXV

25.0 SEVERABILITY PROVISION

- 25.1 Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction or by statute, 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 July 1, 2018 through June 30, 2021.

ARTICLE XXVII

27.0 RATIFICATION AND EXECUTION

27.1 The City and the Association 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 said joint recommendations. The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by the membership of the Association and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association and entered into this 1st day of October, 2019.

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

Dated: _____

By: *[Signature]*
MAYOR

Dated: _____

By: *[Signature]*
CITY MANAGER

Dated: _____

By: *[Signature]*
EXECUTIVE DIRECTOR OF HUMAN RESOURCES

ATTEST:

[Signature]
CLERK OF THE COUNCIL
Daisy Gomez



APPROVED AS TO FORM:

for *Laura A. Rossini*
CITY ATTORNEY

This 2018-2021 SAPMA Memorandum of Understanding has been ratified by the membership of the Santa Ana Police Management Association.

Dated: 10.3.19

By: 
PRESIDENT, SANTA ANA POLICE
MANAGEMENT ASSOCIATION