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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SANTA ANA**

**AND**

**THE SANTA ANA POLICE OFFICERS ASSOCIATION**

**JULY 1, 2018 – JUNE 30, 2021**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SANTA ANA AND  
THE SANTA ANA POLICE OFFICERS ASSOCIATION  
FOR FISCAL YEARS 2018-21**

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	NON-DISCRIMINATION CLAUSE	2
ARTICLE III	ATTENDANCE, WORK PERIOD, WORK SCHEDULE & WORKDAY	3
ARTICLE IV	SALARIES	8
ARTICLE V	ASSIGNMENT AND OTHER SPECIAL PAY ADDITIVES	13
ARTICLE VI	CAREER DEVELOPMENT PROGRAM	19
ARTICLE VII	TRAINING AND EDUCATIONAL ASSISTANCE PROGRAM	23
ARTICLE VIII	OVERTIME	26
ARTICLE IX	HOLIDAYS	33
ARTICLE X	VACATION	35
ARTICLE XI	OTHER LEAVES OF ABSENCE	39
ARTICLE XII	EMPLOYEE INSURANCE	47
ARTICLE XIII	RETIREMENT	49
ARTICLE XIV	RELEASE TIME FOR ASSOCIATION REPRESENTATIVE	52
ARTICLE XV	RESIDENCY	54
ARTICLE XVI	DISCIPLINE	55
ARTICLE XVII	GRIEVANCE REVIEW PROCEDURE	57
ARTICLE XVIII	DUES DEDUCTION AND INDEMNIFICATION	60
ARTICLE XIX	CITY RIGHTS	61
ARTICLE XX	STRIKES AND WORK STOPPAGES	63
ARTICLE XXI	LAYOFFS	64
ARTICLE XXII	SOLE AND ENTIRE AGREEMENT	65
ARTICLE XXIII	WAIVER OF BARGAINING DURING THE TERM OF THIS MOU	66
ARTICLE XXIV	SEPARABILITY PROVISION	67
ARTICLE XXV	TERM OF MOU	68
EXHIBIT A	BASIC SALARY AND WAGE SCHEDULE MATRIX	71
EXHIBIT B	UNIFORM ALLOWANCE BY CLASSIFICATION	73

## 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 Officers Association (herein 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 Officer, Police Sergeant, and full-time police department employees in the non-sworn, "miscellaneous-member" classifications and assignments of Animal Service Officer I and II, Background Investigator, Communications Services Officer, Correctional Officer, Correctional Supervisor, Crime Research Aide, Crime Research Analyst, Emergency Operations Coordinator, Firearms Examiner, Forensic Services Supervisor, Forensic Specialist I and II, Parking Control Officer, Police Athletic/Activities League Assistant Director, Police Communications Supervisor, Police Community Services Specialist, Police Evidence and Supply Specialist, Police Evidence and Supply Supervisor, Police Investigative Specialist, Police Photo/Video Specialist, Police Property and Evidence Supervisor, Police Recruit, Police Service Officer, Police Services Dispatcher, Range Master, Senior Parking Control Officer, and Traffic Services Specialist, as well as such classifications as may be added hereafter by resolution of the City Council. All other classifications not specifically listed are excluded from representation by the Association.

## ARTICLE II

### 2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and 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 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 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, WORK PERIOD, WORK SCHEDULE & WORKDAY

- 3.1 Attendance. Employees covered by this MOU shall be in attendance at their work location during hours prescribed by the Police Chief or his designee(s) and shall not absent themselves during prescribed hours without approval of the Police Chief or his designee(s).
- 3.2 Definitions.
- A. Standard Work Period. The Standard Work Period shall consist of a consecutive seven (7) day, 168 hour period.
  - B. Alternative Work Period-207(k) Exempt Employees. The Alternative Work Period shall apply to all members of the Association who are peace officers, correctional officers or correctional supervisors who are subject to the partial overtime exemption provided by the Fair Labor Standards Act (FLSA) pursuant to Section 207(k). The 207(k) employees' Work Period shall consist of a consecutive 28 day, 672 hour time period. In conformance with the FLSA, members who are peace officers, correctional officers, or correctional supervisors shall not be eligible for FLSA overtime, as defined under the FLSA for employees assigned to the Alternate Work Period until they have worked in excess of 171 hours in the Alternate Work Period. Nothing in this section shall prevent a peace officer, correctional officer or correctional supervisor from earning overtime and being compensated for overtime based on the overtime provisions as stated in Article VIII of this MOU. All overtime shall be paid at one and one-half (1 1/2) times the regular rate of pay. Regular Rate of Pay: Shall mean the base rate of pay and any Assignment and Other Special Pay Additives, Career Development Program Pay, Call-Back-Duty and Court Appearance pay as listed in Article V, VI and VIII.
  - C. Work Hours. Work hours are the regularly scheduled hours of work as determined by the Police Chief or his designee. A "day" is defined as any consecutive 24 hour period.
  - D. Work Schedules. At this time, the Police Chief has established the following work schedules. These schedules may be changed by the Police Chief based on operational need. The City will negotiate over any impacts of schedule changes.
    - 1. Standard Work Period Schedules.
      - a. 5/40 Work Schedule. Employees shall work five (5) eight hour workdays per seven (7) consecutive days, 168 hour Standard Work Period. Each workday shall consist of eight (8) hours of work and a 30 minute unpaid meal period.
      - b. 4/10 Work Schedule. Employees shall work four (4) 10 hour days

per seven (7) consecutive days, 168 hour Standard Work Period. Each workday shall consist of 10 hours of work, and either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.

- c. 9/80 Work Schedule. Employees shall work four (4) nine hour days and one (1) four hour day in each seven (7) consecutive days, 168 hour Standard Work Period. Each nine (9) hour workday shall consist of nine (9) hours of work and either a 30 minute or one (1) hour unpaid meal period. For employees who work a 9/80 work schedule, their FLSA work period shall begin exactly four hours after the start time of their eight hour workday. The eight hour workday shall be divided by either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- d. 12/40 Work Schedule. Employees shall work three (3) 12 hour and 30 minute workdays and one (1) four hour workday in each seven (7) consecutive day, 168 hour Standard Work Period. Each workday shall consist of 11 hours and 30 minutes of work, and a one (1) hour meal period, 30 minutes of which shall be paid and 30 minutes of which shall be unpaid, for a total of 12 hours and 30 minutes. The four (4) hour workday shall consist of four (4) hours of work.

2. Alternate Work Period Schedules-207(k) Exempt Employees.

- a. 207(k) 3/12.5 Work Schedule – Patrol/Canine. Employees shall work thirteen 12 hour and 30 minute workdays in each 28 day FLSA Work Period. Of the 13 workdays, an employee assigned to this schedule shall be required to work one (1) 12 hour and 30 minute “payback” day each 28 day FLSA Work Period, scheduled or assigned pursuant to the Department’s work schedule policy. Each workday shall consist of 12 hours of work and a 30 minute paid meal period. During each 28 day FLSA Work Period, employees shall work 162.5 hours. Upon completion of this work schedule, employees will earn an additional two (2) hours and 30 minutes of vacation time, provided they do not take leave without pay during that Work Period. Employees assigned to this schedule are compensated for their meal periods. Consequently, if an employee is unable to take his or her meal period, or is interrupted during his or her meal period, he or she shall not receive further compensation.
- b. 207(k) 7/12.5 Work Schedule - Detention. Employees shall work three (3) 12 hour and 30 minute workdays in one (1) seven day

period and four (4) 12 hour and 30 minute workdays in the next seven (7) day period, or alternatively, four (4) 12 hour and 30 minute workdays in the first seven (7) day period and three (3) 12 hour and 30 minute workdays in the following seven (7) day period. This cycle shall be repeated twice each 28 day FLSA Work Period. Each workday shall consist of 11 hours and 30 minutes of work and a one (1) hour meal period, 30 minutes of which shall be paid and 30 minutes of which shall be unpaid, for a total of 12 hours and 30 minutes. During each 28 day FLSA Work Period, employees assigned to the 207(k) 7/12.5 Work Schedule shall earn one (1) hour of vacation time if they do not take leave without pay during that Work Period. Correctional Officers will be compensated at the time and a half overtime rate for all time worked in excess of their regular work shift of 12.5 hours per workday. The overtime compensation will apply only to actual time worked beyond the regular shift and calculated in increments of six (6) minutes.

- c. 207(k) 4/10.5 Work Schedule-Detention Administration. Employees shall work seven (7) ten hour and 30 minute workdays and one (1) ten hour workday during each two (2) week period. This pattern will recur twice during the 28 day FLSA Work Period. Each 10 hour and 30 minute workday shall consist of 10 hours and 30 minutes of work and either a 30 minute or one (1) hour unpaid meal period. The 10 hour workday shall consist of 10 hours of work and either a 30 minute or one (1) hour unpaid meal period. The determination as to a thirty (30) minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- d. 207(k) 4/10 Work Schedule. Employees shall work 16 ten hour workdays in each 28 day FLSA Work Period. Each workday shall consist of 10 hours of work and either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- e. 207(k) 9/80 Work Schedule. Employees shall work five (5) nine hour workdays in one (1) seven (7) day span and three (3) nine hour workdays and one (1) eight hour workday 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 span. This cycle shall be repeated twice each 28 day FLSA Work Period. Each nine (9) hour workday shall consist of nine (9) hours of work and either a 30 minute or one (1) hour unpaid meal period. The eight (8) hour workday shall consist of eight (8) hours of work and either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by

the Police Chief or his designee.

- f. 207(k) 9/81 Work Schedule. Employees shall work 81 hours in a consecutive 14 day, 336 hour period. This cycle shall be repeated twice each 28 day FLSA Work Period. Employees shall work five (5) nine hour workdays in one (1) seven (7) day span and four (4) nine hour workdays in the second seven (7) day span. Each nine hour workday shall consist of nine (9) hours of work and either a 30 minute or one (1) hour unpaid meal period. While assigned to the 9/81 schedule, an officer shall earn two (2) hours of overtime during each 28 day FLSA Work Period, unless he or she takes leave without pay during the 28 day, 672 hour period.

- 3. During the term of this agreement upon request from the City, the Union agrees to a reopener to discuss changes to the schedules listed above.

- 3.3 Part Time Employment. During the term of this MOU, no presently existing full-time positions will be eliminated as the result of the use of part-time employee(s) and, to the extent possible, when the workload of any one or more part-time employee(s) would justify the addition of a full-time position or positions, the parties will meet and confer regarding the addition of a full-time position or positions, subject to City Council approval.

- 3.4 Code Seven. Except for those employees assigned to Patrol, other employees who do not receive a paid meal period whose meal periods are interrupted by the performance of job related duties, will receive another full, uninterrupted meal period or will be compensated for their meal period at their overtime rate of pay at time and one-half their regular rate of pay. For purposes of this section, "interrupted" shall mean a significant interruption of more than a few minutes (*de minimis*). For employees who receive a one-hour lunch period (half of which is paid) overtime compensation shall apply only to the unpaid half-hour. Unless exigent circumstances exist beyond the Department's control, employees assigned to Patrol shall be provided a 30 minute paid meal period. Should an employee's meal period be interrupted, every effort shall be made to allow the affected employee to resume his/her meal period for the remaining unused time, not to exceed the 30 minute total meal period.

- 3.5 Detective Redeployment

All employees assigned as detectives (investigators) shall work one (1) day per month in the patrol function of the Field Operations Bureau pursuant to a schedule as determined by the Chief of Police or his designee.

Once each calendar year the Chief of Police shall conduct a review of the organization of the Police Department to determine whether positions and assignments currently in the Investigations Bureau represent a deployment of resources that best enables the department to provide police services to the city.

The Chief of Police may, as a result of this review, remove positions and assignments

from the Investigations Bureau and assign them, and the individuals who occupy them, to other bureaus or eliminate them and assign the individuals who occupy them to other positions and assignments in the department.

The annual review and any re-assignment made as a result of the review shall be completed, including the appeal thereof outlined below, sufficiently in advance of the annual patrol deployment sign-up to enable those who will be assigned to Patrol to make use of their seniority when choosing patrol shifts and days off.

Any employee who is informed that he or she will be removed from the Investigations Bureau and lose the Investigations assignment pay differential may appeal to the Chief of Police. Said appeal constitutes the sole administrative appeal of the Chief's decision, shall be conducted in an informal manner and the decision of the Chief shall be final.

## ARTICLE IV

### 4.0 SALARIES

- 4.1 Basic Compensation Plan. There is hereby established a basic compensation plan for all members of the Santa Ana Police Officers Association who are now employed or will in the future be employed in any of the designated classifications of employment listed in this MOU and its attachments.
- 4.2 Salary Schedule. The basic salary schedule, attached hereto in a matrix format as Exhibit "A", and made a part hereof as though set forth in full herein, provides numerous salary rate ranges, each comprised of five (5) steps or rates of pay.

The respective rate ranges are identified by a three (3) digit number. The steps within each range are identified by the letters "A" through "E" inclusive, with the "A" step being the lowest step in the range. The purpose of each step and the length of service required for advancement to the next higher step within a particular salary rate range is summarized as follows:

Step A	Normal beginning pay rate
Step B	Automatic Increase – After 6 months' service in next lower step. Also optional hiring rate
Step C	Automatic Increase – After 12 months' service in next lower step. Also maximum hiring rate
Step D	Automatic Increase – After 12 months' service in next lower step.
Step E	Merit Rate – After 12 months' service in next lower step.

Specific regulations governing advancement within salary rate ranges are set forth in Section 4.8 of this MOU. The assignment of classes to salary rate ranges is listed in the City's salary schedule and class and compensation plan as periodically amended.

During the term of this MOU, it is the City's intent to eliminate the salary matrix and create a salary schedule. The parties acknowledge and agree that elimination of the salary matrix and implementation of the salary schedule is a meet and confer issue. Once the City is ready to move forward with elimination of the salary matrix and creation of the salary schedule, it will provide its proposal to the Association and the parties will promptly meet and confer and no change will be made until the negotiations process has been completed. The parties acknowledge that such a change will require modification to language in several provisions of this MOU.

4.3 Salary Adjustments.

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.

Effective in the pay period, which includes July 1, 2018, the base salary of employees

covered by this MOU shall be increased by five (5) salary rate ranges (approximately 2.5%).

Effective in the pay period, which includes January 1, 2019, the base salary of employees covered by this MOU shall be increased by five (5) salary rate ranges (approximately 2.5%).

Effective in the pay period, which includes July 1, 2019, the base salary of employees covered by this MOU shall be increased by eight (8) salary rate ranges (approximately 4.0%).

Effective in the pay period, which includes July 1, 2020, the base salary of employees covered by this MOU shall be increased by eight (8) salary rate ranges (approximately 4.0%).

- 4.4 Longevity Pay. Effective July 1, 2018 sworn employees will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her base monthly salary step for the completion of 15 years of law enforcement service through 19 years of service. At the beginning of 20 years of law enforcement service or more, sworn employees will be paid an additional rate set ten (10) salary rate ranges (approximately 5%) above his or her base monthly salary step.
- 4.5 Application of Basic Compensation Plan. The salary rate ranges and steps contained in Exhibit A are monthly salary rates. All officers and employees working in classifications of employment covered by this MOU shall be compensated at a monthly rate, except that an employee hired for temporary work in a position which has an anticipated duration of less than six (6) months shall be paid at a rate per hour for actual time spent in the performance of the duties of his or her employment. Any hourly rate of pay, defined as the regular hourly rate of pay, shall be computed by dividing the monthly salary rate plus pay additives by 173.33. In determining the hourly rate as herein provided, computation shall be made to the nearest whole cent and a computation resulting in exactly one-half cent or higher shall fix the rate at the next higher whole cent.
- 4.6 Beginning Rates. A new employee of the City of Santa Ana shall be paid the rate shown as Step "A" in the salary rate range allocated to the class of employment for which he or she has been hired. In special instances where such new employee possesses unique and exceptional education, training and/or experience qualifications, the department head under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on Step "B" or Step "C" within the allocated salary rate range, provided that such employee shall be assigned such salary step upon the commencement of his or her service in the classification of employment to which the salary rate range applies and such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article.
- 4.7 Service. The word "service" as used in this MOU shall be deemed to mean continuous, full-time service in the classification in which the officer or employee is being considered for salary advancement, service in the 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 officer or employee for a period of time longer than thirty (30) calendar days by reason of resignation, quit, or discharge, shall serve to eliminate the accumulated length of service time of such officer or employee for the purpose of this MOU and any such officer or employee reentering the service of the City shall be considered as a new officer or employee, except that he or she may be reappointed within one (1) year and may be placed in the same salary step in the appropriate salary range as he or she was at the time of termination of employment.

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

A. Length of Service Advancements. After the salary of an officer or employee has been first established and fixed under this plan, such officer or employee shall be advanced from Step "A" to Step "B" or from Step "B" to Step "C" or from Step "C" to Step "D," whichever is the next higher step to that on which the officer or employee has been previously paid, effective the first day of the month following the date of completion of the length of service for such advancement as provided in Section 4.2 of this MOU.

B. Merit Advance. An officer or employee shall be considered for advancement from Step "D" to Step "E" upon the completion of 12 months' the required length service as provided in Section 4.2 of this MOU. The effective date of such merit increase, if granted, shall be on the first day of the month following the completion of 12 months' service. Advancement to Step "E" may be granted only for continued meritorious and efficient service and continued improvement by the officer or employee in the effective performance of the duties of his or her position. Such merit advancement shall require the following:

1. There shall be on file in the office of the chief personnel officer a copy of each periodic efficiency or performance report required to be made on the officer or employee by the Santa Ana Municipal Code and/or the City Manager during the period of service time of such officer or employee subsequent to this last salary advancement.
2. The Police Chief, at least twenty (20) calendar days prior to the anticipated completion of such officer's or employee's required length of service, shall file with the City Manager a statement recommending the granting or denial for the merit increase and supporting such recommendations with specific reasons therefore.
3. No advancement in salary above Step "D" shall become effective until approved by the City Manager, except when placement on a salary step above Step "D" results from promotion under the provisions of Section 4.10 of this Article.



- C. Length of Service Required When Advancement Denied. When an officer or employee has not been approved for advancement to the merit step E, he or she may be reconsidered for such advancement after the completion of three (3) months of additional service and shall be reconsidered for such advancement after the completion of six (6) months of additional service. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Subparagraphs B (2) and B (3) of this Section.
- 4.9 Reduction in Salary Steps. Any officer or employee who is being paid on merit step E may be reduced to Step "D" of the appropriate salary range, upon the recommendation of the Police Chief, and the approval of the City Manager. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 4.8 above, and such officer or employee may be considered for re-advancement under the same provisions as contained in Subsection C of Section 4.8.
- 4.10 Promotional Salary Advancement. When an officer or employee is promoted to a position in a higher classification from a position in a lower classification in the same occupational career ladder, he or she shall be reassigned to Step "A" in the appropriate salary rate range for the higher classification; provided however, that if the base salary step currently being paid such officer or employee is already equal to or higher than said Step "A," he or she will be placed in the lowest step in the appropriate salary rate range as will grant that officer or employee an increase of at least one (1) salary step (approximately 5%) over his or her current base salary step including all assignment pay, pay additives, and premiums in place at the time of promotion. Pay additives which the employee is currently receiving and for which the employee is eligible in the new classification shall not be included in determining the starting point.
- 4.11 Demotion. When an officer or 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 officer or employee would have been entitled had his or her service time in the higher classification been spent in the lower classification.
  - D. If the salary rate recommended by the Police Chief is lower than the maximum step permissible under Subsection C above, such recommendation shall be considered a reduction in pay in addition to the demotion and shall be handled in accordance with the provisions for salary reductions (Section 4.9, above).
- 4.12 Reallocation of Salary Rate Ranges. Any officer or 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 AND OTHER SPECIAL PAY ADDITIVES

#### 5.1 Assignment Pay Differentials.

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

- A. An incumbent in the class of Police Services Dispatcher who is continuously and regularly assigned to and actually performing in a lead supervisory and trainer capacity over an assigned shift of Police Services Dispatchers will be paid at a rate set ten (10) salary rate ranges (approximately 5.0%) above his or her then current base monthly salary step.
- B. Personnel in the class of Forensic Specialist I, who are regularly and continuously assigned to and actually performing duties in a "lead" supervisory capacity over a primary functional unit of Forensic Specialist I employees, will be paid at a rate set ten (10) salary rate ranges (approximately 5.0%) above their then current base monthly salary step.
- C. An incumbent in the class of Police Officer who is continuously and regularly assigned to and actually performing duties of a Corporal will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

If a Corporal is assigned to lead a work unit without a Sergeant, he or she will be paid an additional five (5) salary rate ranges (approximately 2.5%) above his or her base monthly salary step for such assignment. At the present time, Directed Patrols and Civic Center Patrol units are examples of such assignments.

- D. An incumbent in the class of Correctional Officer who is continuously and regularly assigned to and actually performing duties of a Senior Correctional Officer will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- E. The Police Chief at his discretion and based on the department's need may assign sworn officers to standby status for non-work days or other days as determined by the Police Chief. Officers thus assigned will be compensated at the rate of two (2) hours of straight time per day of standby duty. Officers assigned to standby status on non-work days will not lose their standby pay when called to duty, if they have been on call for at least six (6) hours when called. If officers on standby status are called to duty after having been on call for less than six (6) hours, they will be paid for their response to work, but not for their standby status. Employees on standby status shall provide the department with a telephone number at which he/she can be reached. The employee must be able to return to the department

within the amount of time he/she would be able to return if traveling from home. An employee on standby/on-call shall remain fit for duty. Employees on standby are also subject to the requirements of the Investigations Bureau Order # 09, which sets forth the guidelines for standby status.

- F. An employee who is continuously and regularly assigned as a Training Officer working in Field Operations, the Detention facility, as a Forensic Specialist II, or as the Training Coordinator will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- G. An employee who is continuously and regularly assigned to and actually performing duties of an Internal Affairs Officer will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- H. An employee who is continuously and regularly assigned to perform training functions as a Parking Control Officer will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- I. Effective July 1, 2018, a Police Officer who is continuously and regularly assigned as a Canine Officer will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step. This pay shall be considered compensation for the care and feeding of the dog off-duty and is for the thirty (30) minutes of time each day for such purpose.

The City and the Association understand and agree that this additional compensation is intended to compensate canine officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their canine unit, in compliance with the FLSA.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number work hours for the performance of off duty canine duties. The work hours (30 minutes per day) derived at in this agreement were determined after an actual inquiry of the officers assigned in the canine assignment as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9<sup>th</sup> Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

- J. A Police Officer who is continuously and regularly assigned to and actually performing duties of a Motor Officer assigned to the Traffic Division will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

The City and the Association understand and agree that this additional compensation is intended to compensate Motor Officers for all off duty hours

spent maintaining their Motor, in compliance with the FLSA.

- K. An incumbent, identified by the Police Department, who is continuously and regularly assigned to and actually performing duties of a Detective/Investigator assigned to the Investigations Division or Special Investigations Units as well as Police Investigative Specialist, Background Investigator, Collision Investigator, and Graffiti Task Force Investigator, will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- L. Employees in the class of Correctional Officer or Correctional Supervisor, who are continuously and regularly assigned to either the 207(k) 7/12.5 Corrections Work Schedule, or the 4/10.5 Corrections Administration Work Schedule, shall be paid at a rate set six (6) salary rate ranges (approximately 3%) above his or her then current base monthly salary step. This assignment pay is compensation for the additional 30 minutes work or briefing time each day. CalPERS has determined this pay additive does not qualify as special compensation under CCR 571(a) and as such, is not reportable as final compensation when calculating retirement benefits.
- M. Personnel in the class of Firearms Examiner who are regularly and continuously assigned to and actually performing duties in a "lead" supervisory capacity over a primary functional unit, will be paid at a rate set ten (10) salary rate ranges (approximately 5.0%) above their then current base monthly salary step.
- N. Notwithstanding the specific provisions of Article V, Section 5.1, A – M, an incumbent who is regularly and continuously assigned to lead a functional unit which includes positions in the same or lower classifications as the incumbent, may be compensated for said duties upon mutual agreement of the City and POA and approval of the Police Chief and the Executive Director of Personnel Services. This compensation shall be referred to as "lead pay."
- O. An incumbent in the class of Forensic Specialist I or Forensic Specialist II who is continuously and regularly assigned as a Tenprint – AFIS Technician will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- P. An incumbent in the class of Forensic Specialist I or Forensic Specialist II who is continuously and regularly assigned as a Fingerprint Analyst will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step. In no event shall an incumbent receive more than ten (10) salary rate ranges (approximately 5%) more than his or her then current base monthly salary step for performing the duties of both the Tenprint – AFIS Technician and Fingerprint Analyst.

## 5.2 Shift Differential.

- A. Non-Sworn Personnel. Each employee in the classes of Animal Service Officer I,

Animal Service Officer II, Forensic Specialist I, Crime Research Analyst, Forensic Specialist II, Police Communications Supervisor, Police Investigative Specialist, Police Property & Evidence Specialist, Police Service Officer, Police Evidence and Supply Specialist, Police Services Dispatcher, Communications Services Officer, Correctional Officer, Correctional Supervisor and Parking Control Officer who is continuously and regularly assigned to a schedule of work which requires that he or she actually work a minimum of four and one-half (4 1/2) hours between the hours of 5:00 P.M. and 7:00 A.M. will be paid a shift differential at a rate set ten (10) salary rate ranges (approximately 5.0%) above his or her then current base monthly salary step.

- B. Each Sworn employee covered by this Agreement who is continuously and regularly assigned to a schedule of work that requires that he or she actually work a minimum of four and one-half (4 1/2) hours between the hours of 5:00 P.M. and 7:00 A.M. will be paid a shift differential at a rate set at five (5) salary rate ranges (approximately) 2.5% above his or her base monthly salary.

5.3 Bilingual Pay. Qualified employees who meet the following criteria shall be paid a monthly pay differential, above his or her base monthly salary step, as follows:

- A. Assignment by the Police Chief or his designee to a position requiring bilingual capability in both English and any other languages designated by the Orange County Registrar of Voters as necessary for official voting information and or Federal Voting Rights Act; and
- B. Certification by the chief personnel officer as having satisfactorily demonstrated the required level of fluency in both languages.
- C. Sworn: Street Level Proficiency in Spanish. A Police Officer or Sergeant who successfully demonstrates the required level of bilingual fluency as determined by the chief personnel officer shall be paid a bilingual pay differential in an amount equal to the product obtained by multiplying the Step "E" base salary rate of Police Officer by five (5) salary rate ranges (approximately 2.5%).

Employees receiving "Street Level Proficiency" incentive pay may be required, as a condition of continued eligibility to receive such incentive pay, to successfully complete an eight (8) hour refresher course once every twelve months from the date of initial certification.

- D. Sworn: Complex Level Proficiency in Designated Languages. A Police Officer or Police Sergeant who successfully demonstrates the required level of bilingual fluency as determined by the chief personnel officer shall be paid a bilingual pay differential in an amount equal to the product obtained by multiplying the Step "E" base salary rate of Police Officer by ten (10) salary rate ranges (approximately 5%).
- E. Non-Sworn: Secondary Level Proficiency in Designated Languages. A non-

sworn employee who successfully demonstrates the required level of bilingual fluency as determined by the chief personnel officer shall be paid a monthly differential of forty dollars (\$40) above his or her then current base monthly salary step.

- F. Non-Sworn: Primary Level Proficiency in Designated Languages. A non-sworn employee who successfully demonstrates the required level of bilingual fluency as determined by the chief personnel officer shall be paid a monthly differential of one hundred seventy-five dollars (\$175) above his or her then current base monthly salary step.

5.4 All assignments to positions set forth in Sections 5.1, 5.2, 5.3 above of sworn and non-sworn personnel shall be made or revoked in a fair manner at the discretion of the Police Chief.

5.5 Temporary Upgrade Assignment Pay. The parties acknowledge that from time to time it may be necessary for the department to fill a temporarily vacant, full-time budgeted, higher-level position due to the temporary absence of the incumbent. The parties agree that such a position may be filled by an eligible unit member for an initial period of up to six (6) months, and at the discretion of the Chief of Police, for an additional six (6) months; and that the employee assigned to fill such a position shall receive Temporary Upgrade Assignment Pay as set forth below:

A. Eligibility.

Full-time employees shall be assigned to fill a vacant, full-time budgeted, higher-level position, and shall receive Temporary Upgrade Assignment Pay for filling that position, when the occupier of that position is not performing the duties of that position for a period of two (2) consecutive calendar weeks or more. An employee filling a position under this section who is absent for two (2) days or less during the two (2) consecutive calendar week period will not lose his or her eligibility for Temporary Upgrade Assignment Pay; however, the days of absence shall not be counted in the computation of the two week period.

In computing qualifying service or temporary upgrade assignment pay, only full days of actual duty shall be included. Partial days shall not be combined to make full days unless they are holiday hours. Holiday time off will be included in computing actual duty days.

Employees holding the position immediately subordinate to the vacant, full-time, budgeted, higher-level position to be filled shall be given first consideration to said position consistent with the operational needs of the department. When there is more than one (1) employee holding the position immediately subordinate to the vacant, full-time, budgeted, higher-level position to be filled, the most senior employee holding one of the immediately subordinate positions shall be assigned to said position consistent with the operational needs of the department.

Non-permanent employees (probationary, part-time, seasonal, etc.) and



employees performing work above their regular class in a training capacity shall not be assigned to a vacant, full-time, budgeted, higher-level position in accordance with this section unless specifically authorized by the City Manager.

B. Compensation.

1. After an employee has served two (2) consecutive calendar weeks in a vacant, full-time, budgeted, higher-level position, he shall be compensated at the Temporary Upgrade Assignment Pay rate for each full day that he is assigned to the higher-level position, retroactive to the first (1<sup>st</sup>) day of said assignment.
2. An employee serving in a Temporary Upgrade Assignment will be paid a temporary assignment pay premium at a rate set ten (10) salary rate ranges (approximately 5%) above their then current base monthly salary step.
3. An employee assigned to a vacant, full-time budgeted, higher-level position not represented by this bargaining unit will retain all fringe benefits afforded to members of this bargaining unit, if the employee remains eligible for such pay while in the temporary assignment, in accordance with this MOU, but will not be eligible for any benefits afforded to members of the bargaining unit for the position to which he or she is temporarily assigned.
4. An employee assigned to a vacant, full-time, budgeted, higher-level position will continue to accrue, and have recorded, general, special, or normal salary step increases in the employee's permanent position; however, such salary increase will be paid only to maintain the minimum ten (10) salary rate range (approximately 5%) differential required by this section.

5.6 Correctional Officer Assignments

Correctional Officer assignments shall be made whenever shift change sign-ups occur and based on seniority in the classification of Correctional Officer. The assignment of Classification Officer is recognized as a special assignment. If the parties to this MOU mutually agree, additional special assignments for the classification of Correctional Officer (following the meet and confer process) can be created.



## ARTICLE VI

### 6.0 CAREER DEVELOPMENT PROGRAM

6.1 Definitions. For the purpose of clarifying the criteria for the Police Career Development Program designations set forth in Sections 6.2 through 6.8 of this Article, the following definitions apply. It is the responsibility of the employee regardless of rank or classification, to notify the police department human resources of the completion of any Career Development Pay requirements and to provide the required proof of completion or eligibility. Any Career Development pay additive shall not commence until the department is notified by the employee of obtaining eligibility and all required proof of eligibility is received by the department.

- A. Educational Units. One (1) completed "semester" unit in an academic course of instruction approved by the Police Chief and in an accredited college or university shall equal one (1) educational unit. One (1) "quarter" unit achieved in an educational institution as above shall equal two-thirds (2/3) of an educational unit. "Trimester" units or other standards of measurement used as a basis in awarding scholastic credits will be accorded the same evaluation and weight as provided by the respective accredited college or university. Only completed coursework credited with a letter grade "C" or better or a grade of "Pass" when evaluated by the "Pass/Fail" method will be accepted. If such ratings are not rendered for a specific course, then a certificate of successful completion must be submitted.
- B. Training Units. Twenty (20) classroom hours or its equivalent of approved police training shall equal one unit.

Regular, periodic, on-the-job training programs shall not be considered as fulfilling this requirement. Neither shall the special training required for Crime Scene Investigators and Advanced Officers or other similar mandatory training (e.g., First Aid, C.P.R. Recertification, etc.) nor the basic introductory training or similar training given an employee during his or her probationary period be given credit for the awarding of training units.

1. When college credit is awarded for special training in police work, such units of credit may be counted for either training units or educational units as the officer may select.
2. Training units may be earned by the assignment to and performance of sworn police officer duties (other than uniformed field patrol work in Field Operations Division) with one (1) full and continuous month of such assignment equal to one (1) training unit. Credit for experience in assignments other than patrol work in Field Operations shall not be given, unless at least three (3) full and continuous months of such assignment have been completed. Not more than six (6) units of training through assignment to non-patrol duties may be earned in any one (1) year and not more than fifteen (15) such training units by assignment shall be used in meeting the criteria for the Police Career Development Program

designations as set out in this Article.

- C. The Senior Police Officer I-III and Senior Police Sergeant I-III provisions set forth in sections 6.3 – 6.8 below apply to sworn employees in the bargaining unit hired by the City of Santa Ana into a sworn position prior to January 1, 2014. The Career Development Pay provided for in section 6.10 below is for sworn members of the bargaining unit hired into a sworn position with the City of Santa Ana on or after January 1, 2014.
- 6.2 Crime Scene Investigator (C.S.I.). Any sworn, safety-member Police Officer who attains the following educational and experience requirements and the approval as set out below shall be paid an additional five (5) salary rate ranges (2.5%) above his or her then current base monthly salary step. The criteria for such designation shall be as follows:
- A. Completion (acquisition) of at least thirty (30) educational and/or training units.
  - B. Assignment to and actual performance of the duties and responsibilities of a C.S.I.
  - C. Completion of a special training course for Crime Scene Investigators as developed and administered by the Santa Ana Police Department or such alternative course as designated for such purpose by the Police Chief.
  - D. Approval of the Police Chief. The number of such designations as C.S.I. shall be no larger than the requirements of the department as determined by the Police Chief.
- 6.3 Senior Police Officer I. Any sworn, safety-member Police Officer, regardless of duty assignment, who completes (acquires) at least sixty (60) educational/training units fulfills the requirements established in this section shall be designated as a Senior Police Officer I and shall, upon approval of the Police Chief, be paid at a rate set fifteen (15) salary rate ranges (approximately 7.5%) above his or her then current base monthly salary step.
- 6.4 Senior Police Officer II. Any sworn, safety-member Police Officer, regardless of duty assignment, who completes (acquires) at least ninety (90) educational/training units; or possession of an Associate of Arts degree from an accredited college with an additional thirty (30) or more educational/training units shall be designated as a Senior Police Officer II and shall, upon approval of the Police Chief, be paid at a rate set twenty-five (25) salary rate ranges (approximately 12.5%) above his or her then current base monthly salary step in the Police Officer classification.
- 6.5 Senior Police Officer III. Any sworn, safety-member Police Officer, regardless of duty assignment, who completes (acquires) at least one hundred and twenty (120) educational/training units; or possession of an Associate of Arts degree from an accredited college with an additional sixty (60) or more educational/training units shall, upon approval of the Police Chief, be designated as a Senior Police Officer III and shall be paid at a rate set thirty (30) salary rate ranges (approximately 15%) above his or her then current base monthly salary step in the Police Officer classification.

- 6.6 Senior Police Sergeant I. Any officer holding the rank of Police Sergeant in the Santa Ana Police Department, regardless of duty assignment, who completes (acquires) at least sixty (60) educational/training units; shall be designated as a Senior Police Sergeant I and shall, upon approval of the Police Chief, be paid at a rate set fifteen (15) salary rate ranges (approximately 7.5%) above his or her then current base monthly salary step.
- 6.7 Senior Police Sergeant II. Any officer holding the rank of Police Sergeant in the Santa Ana Police Department, regardless of duty assignment, who completes (acquires) at least ninety (90) educational/training units; or possession of an Associate of Arts degree from an accredited college with an additional thirty (30) or more educational/training units shall, upon approval of the Police Chief, be designated as a Senior Police Sergeant II and shall be paid at a rate set twenty-five (25) salary rate ranges (approximately 12.5%) above his or her then current base monthly salary step in the Police Sergeant class.
- 6.8 Senior Police Sergeant III. Any officer holding the rank of Police Sergeant in the Santa Ana Police Department, regardless of duty assignment, who completes (acquires) at least one hundred and twenty (120) educational/training units; or possession of an Associate of Arts degree from an accredited college with an additional sixty (60) or more educational/training units shall, upon approval of the Police Chief, be designated as a Senior Police Sergeant III and shall be paid at a rate set thirty (30) salary rate ranges (approximately 15%) above his or her then current base monthly salary step in the Police Sergeant class.
- 6.9 Career Development Program - Non-Sworn. An incumbent in one of the classes designated as "non-sworn" covered by this MOU shall earn an additional amount as follows:
- A. Upon attainment of an Associate in Arts Degree, employee will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step. For employees hired after July 1, 2017, the pay in this paragraph shall only apply to employees in classifications which do not require a degree.
  - B. Upon attainment of a Bachelor of Arts or Science Degree, an employee will be paid at a rate set an additional (15) salary rate ranges (approximately 7.5%) above his or her then current base monthly salary step. If the employee obtains a Bachelor's Degree without attaining an Associate in Arts Degree, he or she will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step. For employees hired after July 1, 2017, the pay in this paragraph shall only apply to employees in classifications which do not require a degree for any employee hired after July 1, 2017.
  - C. Upon attainment of a Masters in Arts Degree, an employee will be paid at a rate set twenty (20) rate ranges (approximately 10%) above his or her then current base monthly salary step. This pay is not stacked with the pay in paragraphs A and B above. For employees hired after July 1, 2017, the pay in this paragraph

shall only apply employees in classifications which do not require a degree.

6.10 Career Development Pay-Sworn

Effective at the beginning of the pay period following City Council approval, sworn Employees hired on or after January 1, 2014 shall be eligible to receive Career Development Pay as follows:

- A. Level One - Upon attainment of an Associate in Arts Degree employees will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step.
- B. Level Two - Upon attainment of an Associate in Arts Degree and an additional thirty (30) educational units toward a declared Bachelor's degree, employees will be paid at a rate set an additional (10) salary rate ranges (approximately 5%) for a total of 20 salary rate ranges (approximately 10%) above his or her then current base monthly salary step. If such employee obtains a Bachelor's Degree without attaining an Associate in Arts Degree, he or she will be paid at a rate set twenty (20) salary rate ranges (approximately 10%) above his or her then current base monthly salary step.
- C. Level Three. - Upon attainment of a Bachelor of Arts or Science Degree employees will be paid at a rate set an additional (10) salary rate ranges (approximately 5%) for a total of 30 salary rate ranges (approximately 15%) above his or her then current base monthly salary step.

## ARTICLE VII

### 7.0 TRAINING AND EDUCATIONAL ASSISTANCE PROGRAM

#### 7.1 Purpose.

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

#### 7.2 Eligibility.

- A. Applications for tuition reimbursement will be considered only from full-time, permanent City employees who have completed probation.
- B. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as G.I. Bill, scholarships, etc.
- C. Applications will be approved only for courses directly related to the employee's job or directly related to a promotional position in the employee's occupational specialty.
- D. Courses not ostensibly related to the employee's job, but which are required to qualify for a degree that is directly related to his or her job may be reimbursable only after all required occupationally related courses have been completed.
- E. Prior to receiving tuition reimbursement, employees must submit documentary proof of having received a grade of not less than "C" for the course. If objective ratings are not rendered for a specific course, then a certificate of successful completion must be submitted.
- F. Approval will be limited to courses given by accredited colleges and universities, city colleges or adult education courses under the sponsorship of the various Boards of Education. Workshops, seminars, conferences and similar activities not identifiable as a formal course of instruction within the curriculum of a recognized educational institution, do not fall within the purview of this program but may be authorized and funded by the interested department without coordination with the Human Resources Department.
- G. When an employee is required by the Police Chief to attend a particular course or seminar, the expense shall be borne entirely by the City.
- H. For specifics regarding this Article, please refer to Santa Ana Police Department

Training Bulletin 02-07 - Scheduling of Training Days and Travel Time Compensation.

7.3 Reimbursement.

- A. Reimbursement will be based on the cost of tuition or registration fees and all required texts, eBooks and related material for each course. Additional expenses such as meals and parking fees are not reimbursable.
- B. Costs for required texts and eBooks are eligible for one hundred percent (100%) reimbursement subject to the following conditions:
  - 1. For textbooks: a duplicate of the required textbook(s) was unavailable for loan from the departmental libraries prior to the commencement of coursework;
  - 2. For textbooks: any textbook(s) purchased by the City shall be submitted to the employee's respective departmental library in order that such text(s) may be made available to all employees.
- C. Tuition or registration costs of one hundred dollars (\$100.00) or less are eligible for one hundred percent (100%) reimbursement. Tuition costs in excess of one hundred dollars (\$100.00) are eligible for seventy-five percent (75%) reimbursement. Maximum tuition reimbursement per semester is five hundred dollars (\$500.00) with a maximum of \$1,500 a year. NOTE: Summer and winter sessions shall be counted as separate "semesters" for purposes of the program.
- D. Employees shall be limited, for purposes of tuition reimbursement, to a maximum of two (2) collegiate level courses of not more than a total number of units which is equivalent to six (6) "semester" units per semester. One (1) "quarter" unit shall equal two-thirds (2/3) of one (1) "semester" unit.

7.4 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete 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. It is advisable that the applicant accomplish the procedures 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.
- C. Within three months after he/she has completed the course and received his/her final grade, the employee must include official verification of his/her final grade with appropriate receipts for tuition and textbook costs to the Human Resources Department. These will be returned to the employee upon request. Applications

not submitted to the Human Resources Department within three months following completion of the course become void.

- D. Upon receipt of the required documentation, the Human Resources Department will determine whether the completed course of instruction is compatible with the provisions of Sections 2 and 3 of this Article. If found to be compatible, the Human Resources Department will compute the amount of reimbursement, authenticate the application, and forward it to the Police Chief.
- E. 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 General Policy for Overtime Work. Whenever it shall be determined to be in the public interest for employees to perform overtime work, or in an emergency situation, the City Manager, the Police Chief, or an authorized representative of the City Manager or Police Chief, may require an employee to perform overtime work.
- 8.2 Definition.
- A. Standard Work Period Overtime. Overtime for those employees assigned to the Standard Work Period shall be authorized or required time worked in excess of those hours assigned to their particular Standard Work Period Schedule workday or hours in excess of 40 hours per Work Period. However, subject to Article 8.3 below, if an employee uses sick leave or personal necessity leave as provided for in this MOU in the same Standard Work Period in which he/she works hours in addition to his/her regular hours, the sick leave and/or personal necessity leave shall not count as work hours which shall mean that the additional hours worked shall be paid at straight time if they are less than or equal to the number of sick leave or personal necessity leave hours used in the Standard Work Period. The use of such leave hours shall not affect overtime earned in accordance with Article 8.16 of this MOU.
  - B. Alternative Work Period Overtime. Pursuant to this MOU, employees assigned to the Alternate Work Period (the 28 day FLSA work period per Section 7(k) of the FLSA) shall earn overtime for authorized or required time worked in excess of those hours assigned to their particular Alternative Work Period Schedule workday or hours in excess of his or her Alternative Work Period Schedule hours in a consecutive 28 day, 672 hour period. However, subject to Article 8.3 below, if an employee uses sick leave or personal necessity leave as provided for in this MOU in the same Alternative Work Period in which he/she works hours in addition to his/her regular hours, the sick leave and/or personal necessity leave shall not count as work hours which shall mean that the additional hours worked shall be paid at straight time if they are less than or equal to the number of sick leave or personal necessity leave hours used in the Alternative Work Period. The use of such leave hours shall not affect overtime earned in accordance with Article 8.16 of this MOU.
- 8.3 Computation of a Workday and Work Period. Paid leave for holidays, vacation, and other time off with pay, except for sick leave and personal necessity, shall be credited towards the total time worked in computing a regular workday, and/or a work period, as defined herein. Sick leave and personal necessity shall not count as hours worked towards the total time worked in computing a regular workday and/or a work period. Work amounting to less than six (6) minutes shall not be considered time worked. Overtime worked for six (6) or more minutes shall be calculated in six (6) minute intervals. Leave without pay shall not be credited towards the total time worked in computing a regular workday, and/or a work period, as defined herein.



#### 8.4 Compensation for Overtime.

- A. The preferable method by which overtime shall be compensated is by monetary payment, at one and one-half (1 1/2) times the employee's regular rate of pay.
- B. Should the Police Chief determine that the best interests of the City will be served thereby, he or his designee may permit an employee to be compensated for overtime work by earning compensatory time off at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. This time, hereinafter identified as "comp time" shall be accrued as set forth below.
- C. There are two Comp Time banks. The first bank is the Non-FLSA Comp-Time Bank established under the 2013-2015 MOU. Those employees hired after July 1, 2015 or those employees with less than 100 hours of Comp-Time at the time the banks were created will not have a Non-FLSA Comp-Time Bank. The second bank is the FLSA Comp-Time Bank.
  - 1. The Non-FLSA Comp Time Bank can never have hours added to it. The hours in that bank can only be used as leave time and when using such leave will not cause the City to have to pay another employee overtime to fill behind the employee using the leave. The comp time in this bank cannot be cashed out during employment, only at the time the employee leaves City employment. If an employee uses the comp time in this bank during employment and exhausts the entire accrual in this bank, the employee's Non-FLSA Comp Time Bank will be closed as no additional hours may accrue into this bank.
  - 2. The FLSA Comp Time Bank has a maximum accrual of one-hundred (100) hours. An employee who has 100 hours in this bank will earn overtime paid at time and one half the employee's regular rate of pay for overtime earned in accordance with this MOU and the FLSA. An employee who works overtime and who has less than 100 hours in his/her FLSA Comp Time Bank may be able to accrue hours (at the rate of 1.5 hours for each hour of overtime worked) in accordance with subdivision (B) above. The Comp time in this bank can be cashed in accordance with the provisions detailed below. Each affected employee who has accrued comp time credits in the FLSA Comp Time Bank, may elect to convert up to twenty (20) hours of such accrued time each calendar year quarter to the cash equivalent thereof, to a maximum of eighty (80) hours per calendar year.
- D. Use of Comp Time from the FLSA Comp Time Bank.
  - 1. When an employee submits a request for time off using accrued compensatory time, and that employee has found a qualified replacement, the time off request will be granted. A qualified replacement means that the replacement officer or employee is able to fulfill the requirements of

the position to which the requesting officer is assigned.

- a. Compensatory time off requests made for consideration during the monthly scheduling meetings will be treated as any other time off and granted only on the basis of seniority.
  - b. Pursuant to the 3-12 Operating Rules, officers may trade work days with other officers within the 28-day deployment period. Any trades must be approved by the affected Commanders and the Field Operations Bureau Commander.
2. When an employee submits a request to take time off using accrued compensatory time and the officer deployment is above minimum staffing for the day requested, then the request will be granted without further conditions. However, if the number of officers scheduled to work on the day(s) of the request is at or below minimum staffing as defined by the department, the compensatory time off request will be granted only if a qualified replacement has volunteered and committed to work the assignment left open by the request for time off. The volunteer may exchange days off with the requesting employee within the 28-day deployment period, whichever applies, or may elect to receive overtime compensation.
3. Requests for use of compensatory time off during holidays as defined by this MOU, must be submitted in time to be considered during the monthly scheduling meeting held by bureau and division commanders for the upcoming month. These requests will be considered by seniority and will be granted only if officer deployment is above minimum staffing. The policy of the department has been, and will continue to be, that compensatory time off requested during a City-designated holiday will be treated as any other time off request and will be granted in order of seniority as long as minimum staffing levels are met. The replacement policy in 8.4 D.4 below will not apply to compensatory time off requests submitted for consideration during monthly scheduling meetings.
4. Although it is always preferable for the officer to find a qualified replacement when requesting the use of compensatory time off, if provided sufficient notice of a request for time off, the department will work with employees to find a qualified replacement. Sufficient notice and reasonable period will be defined as follows:
  - a. Seventy-two (72) hours' notice for one (1) day or less of time off requested.
  - b. Five (5) calendar days' notice for more than one (1) workday up to one (1) workweek.
  - c. Fourteen (14) calendar days' notice for more than one (1) week

compensatory time off request.

5. If an employee has provided sufficient notice of a compensatory time off request, the department will work with the employee to find a qualified replacement in the following manner:
  - a. The watch commander will maintain a calendar of time off that has been requested in accordance with the guidelines listed above. Qualified employees will be allowed to volunteer to work these shifts. In the future, the department may develop, at its own discretion, an automated schedule that will contain this information.
  - b. If an employee volunteers and signs up to work for another employee who has requested compensatory time off, that volunteering employee will be held responsible for working that full shift without further reminder. Employees who do not show up to work, or retract their offer to replace another officer, may be subject to disciplinary action and may not be permitted to volunteer to work in this manner in the future.
6. The watch commander shall send out an e-mail message to all officers requesting a volunteer to cover the shift by switching days off or working on overtime.
7. When a compensatory time off request is made in a manner that does not comply with this policy, and granting that request would unduly disrupt the operations of the department, the department may deny that request.

- 8.5 Incremental Usage. Time off with pay to compensate for overtime worked may be taken in increments as small as one-half (1/2) hour.
- 8.6 No Effect on Other Benefits. Overtime work shall not apply to the earning of employee benefits (retirement, holidays, vacation accrual, sick leave accrual and employee insurance benefits), toward the completion of probationary period or to progression within a salary rate range.
- 8.7 Overtime Work to be Apportioned. To the extent that he is reasonably able to do so, the Police Chief shall arrange work programs to minimize overtime work; necessary overtime work shall be apportioned among employees of like classification and assignment.
- 8.8 Advance Compensation for Overtime. Time off with pay as compensation for overtime may not be granted or taken in advance of the overtime work for which the time off compensates. Before compensatory time off with pay may be taken, as herein provided, the overtime worked must have been recorded on official payroll records at or about the time the overtime work was performed. In the absence of such recording, no compensatory time off with pay will be permitted.

- 8.9 Compensation for Overtime: Overtime pay or comp time shall be allowed an employee for attendance at conventions, conferences, seminars or the like, as long as prior authorization is received. Overtime pay or comp time pay shall be permitted only for attendance which is ordered on such employee's normal days off or for time beyond a normal workday's duration. Please refer to Santa Ana Police Department Training Bulletin 02-07 for details.
- 8.10 Call-Back-Duty.
- A. Employees who are on call during their off-duty time due to their assignment (i.e., Homicide Investigators, Internal Affairs Sergeants, Crimes Against Persons Sergeants, etc.) and are called back to work will be paid for their travel time at the overtime rate from the time they leave their home until the time they return home, or until their regularly scheduled shift begins. Only that period of time devoted to work will be compensated. If employees are not home when they are called back to duty, they will receive their normal home to work travel time or if closer to City than their home, travel to that location and back.
  - B. Employees who are ordered back to work while off-duty because of an emergency or other unforeseen event will be paid for travel time at the overtime rate from the time they leave their home until they return home, or until their regularly scheduled shift begins. Only that period of time devoted to work will be compensated.
  - C. Employees who are called at home and offered voluntary overtime work, and elect to accept the offer, will not be compensated for travel time in any manner. Similarly, employees who sign up for voluntary overtime, or who have advance notice that they will have to work during their off-duty time on an overtime basis, will not be compensated for travel time.
- 8.11 Accrued Compensatory Time Off Paid Upon Promotions or Upon Separation. Upon an employee's appointment to a position in which overtime may not be earned or upon an employee's separation from employment with the City by resignation, retirement, layoff or otherwise, he or she shall forthwith be compensated for any overtime accumulated to the time immediately preceding such promotion or separation.
- 8.12 Court Appearance. Compensation for court appearance by personnel covered by this MOU shall be as follows:
- A. For each required court appearance made by an employee during his or her off-duty time in regard to City business, employees shall be paid overtime for the period of time from their arrival at court until they are released from court or the court session closes for that day. However, in no case, shall an employee receive less than two (2) hours overtime for a court appearance. If court appearances are made both in the morning and afternoon of a particular day, two (2) hours overtime will be allowed for each session attended. If the employee is not released and must remain available for afternoon court, the employee shall be

paid overtime for all hours the court is in session that day.

The employee must provide a copy of the subpoena requiring his or her attendance to initiate payroll procedures.

- B. A subpoenaed employee scheduled to appear in court on City business during off-duty time may be placed on stand-by status by the Police Chief or his authorized representative if the employee can respond to the court, if called, within 60 minutes of the employee's notification. In the event such off-duty employee is on stand-by status during any court session and is not required to appear in court, such employees shall be compensated two (2) hours on a straight time basis, for each court session. Such employee may elect, in lieu of paid time, two (2) hours of comp time off for standby time and not appearing in court, with the approval of the Police Chief. If such off-duty employee on stand-by actually appears in court, he or she shall be compensated as provided in Subsection A.
- C. Employees assigned to the 3/12.5-7/12.5, or 3/12-4/12 Work Schedule who appear in court during their regularly scheduled workweek, and who, as a result, do not receive adequate rest (because of the hours of the day they work), will be allowed to flex their scheduled shift start time up to four hours, with the approval of the employee's immediate supervisor and watch commander, or immediate supervisor and section commander. Alternatively, the employee may be allowed to use up to four hours from his/her "Comp Time Banks" at the beginning of their scheduled shift to ensure adequate rest.
  - 1. An employee whose work shift ends or starts within thirty minutes of a mandatory court appearance shall be compensated for those thirty minutes at an overtime rate.
  - 2. Employees assigned to a Watch 3 who are required to appear in court following the end of his/her shift will have the option of remaining on duty or ending their shift. Employees that continue active duty will be compensated at time and one half while on duty. Employees that end their shift will be unpaid prior to their court appearance.
- D. Employees who are on call for court during off-duty time, and who are called to testify, will be paid at the overtime rate of time and a half of their regular hourly rate, to include actual travel time from their home to court and back, or until their regularly scheduled shift begins. Travel time will be limited to a maximum of one (1) hour each way. Only that period of time devoted to work will be compensated. Time spent on personal pursuits or other non-work related activity will not be compensated.
- E. Those employees who have advance notice of their required appearance in court, have arranged an appearance time with the District Attorney's Office, or who otherwise have advance notice of mandatory court appearances, will not be compensated for travel time in any manner.

- F. Employees who appear in court during off-duty hours may elect to start their normal work shift early as specified herein.
- G. A subpoenaed employee scheduled to appear in court on City business during off-duty time and placed on standby status by the Police Chief or his authorized representative will be compensated two (2) hours on a straight time basis if he or she is not advised of the cancellation of his or her appearance within five (5) Court business days of said appearance.

#### 8.13 Creation of Association Comp Time Bank.

- A. Any member of the Association who works overtime, or has accrued but unused holidays, can designate that he or she will contribute the value of such time to a bank for use by members of the Association for the purposes and subject to the restrictions provided herein.
- B. Any member of the Association may receive time off for the welfare of officers, community service and any lawful activity of the Association with pay drawn from the bank described in Subsection A of this Section, provided that said employee first gains approval for said use by the executive board of the Association in the manner specified by its rules as adopted from time to time, and subject to the approval or disapproval of the Police Chief consistent with the operational needs of the Police Department.
- C. No withdrawal or use of such bank may be made by or on behalf of an employee ordered to take time off without pay for discipline imposed by the Police Chief or his designee.
- D. The City agrees to provide the SAPOA with a quarterly accounting (at the end of March, June, September and December) of all Association Comp Time accrued and used.

#### 8.14 Compensation of Voluntary Contract Overtime. Exclusive of other provisions of this Article, except Section 8.7 (No Effect on Other Benefits) , Police Officers and Police Sergeants who voluntarily agree to perform contract security services at games, parades, dances and similar public events shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. However, the hours worked do not constitute hours worked under the FLSA.

The Police Chief shall determine how many off-duty police officers should serve as security officers at each event. Police Officers and Sergeants represented by the Association shall be given first opportunity to volunteer for such off-duty assignments. If, after a reasonable period of time, an insufficient number of police officers have volunteered to work such assignments, the Police Chief may offer the remaining "openings" to any person(s) he deems capable of performing the work at whatever straight-time pay rate the City considers to be appropriate.

## ARTICLE IX

### 9.0 HOLIDAYS

9.1 Legal holidays observed by full-time permanent and probationary employees covered by this MOU 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 in 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.
- December 25th - In observance of Christmas Day.
- Last working day before Christmas Day, unless Christmas falls on a Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof.
- 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 96 hours off during the calendar year in lieu of the twelve (12) holidays specified in Section 9.1. Said hours, up to a maximum of 80 hours, may be carried over from one calendar year to the next and shall be cashed out upon separation from employment, not to exceed a maximum of 160 hours. An employee who works ton a



City observed "legal" holiday shall be paid at his or her straight time rate.

However, if an employee who separated from the service of the City has taken time off for holidays in advance of the date or day the holiday actually occurred, 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 Cash Option. Employees covered by this MOU shall be given an option twice per calendar year to receive cash compensation ("cash out") computed on a straight time basis in exchange for eighty (80) hours of their annual holiday leave benefits set forth in Section 9.2 above. Specifically, employees may cash out up to 40 hours of holiday leave benefits in April of each calendar year and an additional 40 hours of holiday leave benefits in November of each calendar year. An employee that does not cash out holiday leave benefits in April may cash out a maximum of 80 hours of holiday leave benefits in November. The City shall provide a separate payment in addition to the regular pay for each employee who elects to receive holiday cash compensation ("cash out"), during the months of April and November per calendar year.

- 9.4 All employees must actually work at least one day preceding the day a holiday listed in Section 9.1, actually occurs in order to receive credit for such holiday. The employee will then be credited with all remaining holidays in the year occurring after the appointment.

An employee separating from the service of the City must actually work at least one day following the day a holiday listed in Section 9.1, actually occurs in order to receive credit for that 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.

- 9.5 This "time off," as defined in Article X, Section 10.6, may be taken in increments as small as one half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one half (1/2) hour.

- 9.6 A maximum of one (1) year of Holiday benefits may be carried over from one calendar year to the next. An employee terminating employment with the City may cash out accumulated, unused Holiday leave benefits, not to exceed a maximum of 160 hours.



## 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. Members shall accrue vacation with pay on a monthly basis as set forth in the following table.

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

B. An employee who has completed less than one year's service during the calendar year shall receive a proportionate fraction in accordance with the amount of service to his or her credit during the year; provided, however, no employee shall be entitled to use any vacation until he or she has completed six (6) months of continuous service.

C. On or after the first (1st) day of the month following completion of six (6) months of continuous full-time service, an employee may be allowed to take all or a proportionate fraction of his or her earned vacation, subject to scheduling

approval of the employee's supervisor.

- D. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service for vacation accrual purposes.

- E. Computation of Vacation.

1. In computing vacation, each municipal holiday that occurs during the vacation, and that falls on a day which the employee would have worked had he or she not been on vacation, shall be deducted from the computation so that ten (10) additional hours of vacation shall be allowed to the employee unless departmental practice provides some other manner of compensating for municipal holidays. Should an employee be confined to a hospital for sickness or injury while on authorized vacation, each full day of such confinement, when confirmed by a physician's statement and approval of the Police Chief, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave.
2. A period of earlier service does not apply toward vacation accumulation when an employee has had a break in continuous service, unless the break in service is concluded by reappointment, as provided in Section 9-114 of the Santa Ana Municipal Code or by reemployment from layoff within one (1) year. Leave of absence without pay, as provided in Article XI, Section 1E (Sick Leave-Extended) and Section 11.8 (Authorized Absence Without Pay - Long Term), Section 11.11 (Catastrophic Leave Donation) herein, does not constitute a break in continuous service as used in this section; however, the leave of absence period shall not be applied toward the accumulation of longevity vacation. Absence on military leave followed by reinstatement, as provided in Section 9-143 of the Santa Ana Municipal Code does not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of longevity vacation.

- F. Vacation Buy-Back. Employees covered by this MOU are eligible to require the City to buy-back up to sixty (60) hours of their banked vacation, computed on a straight time basis, once per calendar year.

Additionally, any member who has taken a minimum of eighty (80) hours of vacation time off during the calendar year (not including the sixty (60) hours of allowed vacation cash-out) shall have the ability to require the City to buy-back an additional forty (40) hours of their banked vacation, computed on a straight time basis, once during the same calendar year that the leave is taken.

### 10.3 Limitation on Vacation.

- A. With the exception of a retiring employee, no employee is granted, and no employee shall be allowed to take, any vacation leave with pay in excess of 400

hours in any one year.

10.4 Vacation Carry-Over.

- A. No employee may carry over from one (1) calendar year to the next, more than the maximum vacation carryover as set forth in the following table. Effective December 31, 2018, any vacation not used beyond the maximum carryover amount from year to year will be paid off by the City at the end of the calendar year at the employee's base rate of pay so that at the beginning of the following calendar year, the employee will have the maximum carryover amount of vacation in their vacation bank.

Completed Years	Max Carryover into 2018	Max Carryover into 2019 and beyond
1	80	80
2	160	160
3	280	280
4	320	320
5	360	360
6	364	364
7	372	372
8	381	380
9	390	388
10	399	396
11	408	404
12	417	412
13	426	420
14	435	428
15	444	436
16	457	448
17	474	464
18	492	480
19	510	496
20	528	512
21	538	520
22	540	520
23	540	520
24	540	520
25	540	520

- 10.5 Use of Accrued Time (Vacation, Holidays and Compensatory Time Off). Time off by use of vacation, holiday leave or compensatory time off may be taken in increments as small as one half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one half (1/2) hour.

Each affected employee shall be afforded the opportunity to submit selection(s) for use of accrued vacation, holiday leave or compensatory time off and the Police Chief or his designee shall make every reasonable effort to accommodate the employee's preference(s). The time at which an employee shall take his or her leave (vacation, holidays or compensatory time off) shall be determined by the Police Chief, with due regard for the wishes of the employee and particular regard for the needs of the service.

## 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 non-industrial 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 non-duty related 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 or she is employed by the City with full pay; provided, however, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave as aforesaid. 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, employees on leave of absence for service-connected illness or injury who are 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.
- C. Authorized Only When Necessary. Use of sick leave by City employees shall be authorized as follows:
1. Sick leave is not a right which an employee may use at his or her discretion, but shall be allowed only in cases of necessity and actual sickness or disability, or as authorized in Subsection J below.
  2. With respect to "miscellaneous-member" employees covered by this MOU, when such an employee's absence is caused by an industrial illness or injury, for which benefits are required to be provided under the State Workers' Compensation Insurance and Safety Act, the City shall pay 100% of salary for the first three (3) days of such absence and sick leave shall not be debited.
- D. Limit. The maximum total accumulation of sick leave with pay shall be 1600 hours. Sick leave usage of less than a full day shall be charged in minimum increments of one-half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one-half (1/2).
- E. Extended. The City Manager may grant leave up to six months without pay to an employee who has exhausted all of his or her accrued sick leave if a licensed physician designated by the City Manager indicates that the employee will be sufficiently recovered to return to his or her employment within a six (6) months

period. Prior to the expiration of the additional time, the employee may return to his or her position provided that he or she has a certificate from one of the above mentioned physicians stating that the employee is able to perform all the duties of his or her position without qualification. In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year without pay.

F. Extension by Use of 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 not less than one (1) hour prior to the time he or she is scheduled to report for duty. 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 illness or injury and that the employee is sufficiently recovered to safely return to work. Such certificate shall be transmitted to the chief personnel officer with the report of the return of the employee 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 of 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 compensatory time off benefit; second, from any available vacation leave benefit; third, from any available holiday leave benefits; and finally, deducted from the next scheduled wage or salary payment.

J. Personal Necessity Leave. Each employee shall be afforded the opportunity to use up to 66 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, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and "parent" means a biological, foster, adoptive parent, a stepparent, or a legal guardian.

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.

Definition. All employees, except for those involved in disciplinary termination, shall be entitled to payment under the following provisions:

1. After ten (10) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for one-third (1/3) of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 427 hours, at the rate of pay in effect on the date of such termination.
  - a. At his or her option, an employee may convert the above lump sum payment option into the retiree health account fund, held by the SAPOA for the purposes of retiree health insurance or long term care insurance premiums to the extent necessary to provide the employee and his or her designated eligible dependents, if any, with benefits under the health insurance program maintained by the Association. For unused sick leave benefits had this option not been elected, not to exceed a maximum of 640 hours.
2. After 15 years of cumulative full-time service with the City, each qualified employee shall be entitled to credit for two-thirds (2/3) of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 1,066 hours, calculated at the rate of pay in effect on the date of such termination. This credit shall be applied into the retiree health account fund, held by the SAPOA for the purposes of retiree monthly health insurance premiums or toward long-term care insurance premiums, beginning on the effective date of termination.
3. After 20 years of cumulative full-time service with the City, each qualified employee shall be entitled to one of two options: (a) payment for 1/3 of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 533 hours, at the rate of pay in effect on the date of such termination, or (b) credit for 2/3 of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 1,066 hours.
4. After 25 years of cumulative full-time service with the City, each qualified employee shall be entitled to one of two options: (a) payment for 2/3 of the total sick leave benefit credited to his or her account upon the effective



date of such termination, not to exceed a maximum limit of 1,066 hours, at the rate of pay in effect on the date of such termination, or (b) credit for 2/3 of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 1,066 hours, as defined in "2" above.

5. 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 1/3 of the total sick leave benefit credited to the employee's account at the time of his or her death, and at the rate of pay effective on the date of death.
6. Upon the death of any retired employee receiving a benefit under this provision, said benefit will continue to be provided through the Association on behalf of said retired employee to his or her beneficiary.

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, stepparent, spouse, registered domestic partner, child, brother, stepbrother, sister, stepsister, grandparent or grandchild of the employee, regardless of residence;

11.3 Military Leave.

- A. Proof of Orders and Reinstatements. An employee shall be granted military leave if he or she furnishes the Chief Personnel Officer satisfactory proof of his or her orders to report for duty. Upon return and upon showing proof of actual service pursuant to such orders, he or she will be reinstated as provided in Section 9-143 of the Santa Ana Municipal Code.
- 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 and Section 9-144 of the Santa Ana Municipal Code, will be granted leave with pay not to exceed thirty (30) working days in each calendar year after one year's 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 a non-party witness in any court action he or she shall be allowed 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. Refer to Departmental Order 396 - Jury Duty for specifics.

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 or compensatory time off benefits.

11.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without leave for five (5) consecutive working days shall be deemed a resignation from the service; provided, however, if upon return to duty the person so absenting himself makes an explanation satisfactory to the Police Chief of the cause of his absence, the Police Chief may restore him to his position, with the City Manager's approval.

11.7 Authorized Absence Without Pay. 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 absences may be authorized only if in the judgment of the Police Chief they serve 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 for up to six (6) months.

An employee returning to duty with the City shall inform the Police Chief and chief personnel officer of his or her intention at least thirty (30) calendar days prior to the expiration of the six (6) months period or shorter period if the full six (6) months is 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 Administrative Leave. The City Manager is authorized to grant, at his discretion, administrative leave with or without pay for permanent employees if, in his opinion, such a leave is in the interests of the City.

11.10 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 adjustment or to the accrual of vacation and seniority.

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

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 holiday leave time 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. If all previous time donated has been exhausted, the recipient may request a new donation period be designated by the Police Chief or his designee as provided herein below.
3. All vacation, compensatory time or holiday leave time donations must be made in two (2) hour increments. There is no limit on the amount of the donation that can be made.
4. Any authorization of donations not made in accordance with the procedures outlined in Section C, subparagraph 2 below, will not be processed.
5. All donations shall be irrevocable.
6. In the event the recipient returns to work before leave donations have been exhausted, any balance on the books shall be accrued by the recipient and designated as sick leave and may be used pursuant to Article XI, Sections 11.1A through 11.1K above.

B. Eligibility. 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 designee has approved a written request for donations accompanied by a medical statement from the employee's attending physician. The attending physician's statement must verify the employee's need for an extended medical leave and an estimate of the

time the employee will be unable to work.

C. Procedure.

1. Upon receipt of a valid request for donations from an eligible employee, the Police Chief or his designee shall post a notice of the eligible employee's need for donations on bulletin boards accessible to employees. No confidential medical information shall be included in the posted notice.
  2. Employees wishing to donate time to an eligible employee must sign his or her authorization of the transfer of such donated time and provide:
    - a. His or her name, department name, and employee number;
    - b. The number of hours of compensatory, holiday or vacation time of the donation within the limitations of Section A, subparagraph 3 above;
    - c. The name, department, and employee number of the recipient;
    - d. A statement indicating that the donor understands such donation of time is irrevocable.
  3. At the close of the two-week donation period, the department shall verify that each donating employee has accrued vacation, holiday and/or comp time balances sufficient to cover the designated donation.
  4. The department shall submit all approved donation authorizations for an eligible employee at one time for processing. No donation authorizations for the eligible employee will be processed after this period. However, employees who receive donations under this procedure and who exhaust all donated hours may request an additional donation period subject to the provisions of Section A, herein.
  5. The City shall add the donated time to the recipient's sick leave account.
- D. Upon the death of any active employee receiving a benefit under this provision, the City agrees to pay any unused Catastrophic Leave Donations remaining on the books to the surviving beneficiary.
- E. For those current employees with unused catastrophic leave on the books, the City agrees to convert said unused catastrophic leave to sick leave for use in accordance with the provisions of Article XI, Sections 11.1A through 11.1K above.

11.12 Assignment Departmental Seniority

Employees covered by this MOU who are authorized to be on an unpaid medical leave

for twelve (12) weeks or less shall continue to accrue seniority related to their particular assignment, as it relates to the badge number list or for any other purpose concerning Police Department Operations for which seniority is considered. Once such leave of absence exceeds twelve (12) weeks, the employee will no longer accrue seniority (for all purposes, including, but not limited to his/her classification, assignment or rank). While such employee will not lose any of the seniority he/she has previously earned, by not continuing to accrue seniority at that point, others who previously were less senior may become more senior than such employee for seniority purposes in the Department.

## ARTICLE XII

### 12.0 EMPLOYEE INSURANCE

- 12.1 During the term of this MOU, the City will contribute toward the payment of premiums for health, dental and long-term disability insurance plans administered by the Association for the benefit of the employees represented by the Association as follows:

- A. Medical Insurance. The City will contribute \$1,510.00 per month (\$1,575.00 effective July 1, 2019) to the Santa Ana Police Officers Association Medical Insurance Trust Fund for each affected employee enrolled in medical insurance plans provided by the Association for its bargaining unit members and their eligible dependents. Any contributions necessary to maintain benefits under the plans in excess of the aforementioned amount per month shall be borne entirely by the Association and/or the enrollee. Members of the bargaining unit who are not Association members and therefore not eligible to purchase insurance through the Trust will receive from the City up to \$1,575.00 per month to be used only for the purchase of medical insurance for themselves and eligible dependents.

The Association will provide the City with proof that each of the employees in the Association who have enrolled in insurance are receiving insurance. The Association will also provide the City (once each quarter) with a list of the group insurance plan and rates for medical, dental and Long Term Disability.

- B. Life Insurance. The City shall maintain in effect for the term of this MOU its existing life insurance plan for employees covered by this MOU on the same basis as said plan was offered to employees as of December 31, 1988 except the term life insurance coverage for each affected employee will be in the amount of thirty thousand dollars (\$30,000), plus twenty thousand dollars (\$20,000) accidental death and dismemberment (AD + D) coverage, at no cost to the employee.

12.2 Retiree Health Contribution.

All employees covered by this MOU will contribute two percent (2%) of their regular rate of pay through payroll deduction to a fund maintained by the Santa Ana Police Officers Association for the purpose of providing retiree health insurance premium reduction assistance.

Effective October 1, 2018, and on October 1 of each year the City shall contribute an amount equal to two percent (2%) of each employee's regular rate of pay (base pay plus additional forms of pay paid each pay period) of each active employee who is covered by this MOU as of October 1 of each year to a fund maintained by the Santa Ana Police Officers Association for the purpose of providing retiree health insurance premium reduction assistance.

- 12.3 Employees on unpaid leave of more than fifteen (15) calendar days shall not receive the City's contribution toward any insurance coverage. The Police Department will notify the Association of all employees on unpaid leave or who separate from City employment

within three (3) working days. The City will continue the payment of contribution for insurance coverage until the end of the month in which the Association had received notice from the City of the employee's separation from employment.



## ARTICLE XIII

### 13.0 RETIREMENT

- 13.1 General. The City shall continue to make contributions to the California Public Employees' Retirement System (CalPERS) in accordance with its contract with CalPERS for employees covered by said contract as amended.
- 13.2 Deferred Retirement. The City shall continue to make payment to CalPERS on behalf of each employee covered by this MOU in accordance with the following schedule:
- A. For Safety employees covered by this MOU who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall pay the nine percent (9%) member contribution and report it to CalPERS as compensation earnable.
  - B. For Miscellaneous employees covered by this MOU who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) the City shall pay the eight percent (8%) member contribution and report it to CalPERS as compensation earnable .

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

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

In the event that the City receives a subsequent 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 affected employee shall forthwith be increased by eighteen (18) salary rate ranges (9.0%) for Sworn Safety employees who do not qualify as "New Members" and sixteen (16) salary rate ranges (8.0%) for Miscellaneous employees who do not qualify as "New Members" covered by this MOU.

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

- 13.3 CalPERS Fourth Level of 1959 Survivors Benefits. The City will provide CalPERS fourth level of 1959 Survivors Benefit to all eligible employees in the unit.
- 13.4 CalPERS Pre-Retirement Optional Settlement 2 Death Benefit. The City shall provide the CalPERS Pre-Retirement Optional Settlement 2 Death Benefit to all employees

covered by this MOU.

- 13.5 Military Service Credit as Public Service. Safety employees, and Miscellaneous employees, respectively, 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. The City agrees that, as soon as practicable following Council approval of this MOU and amendment to the CalPERS contract, employees who elect to purchase service credit may do so on a "pre-tax" basis.

- 13.6 3% at 50 Service Retirement Benefit for Safety employees. The City contracts with CalPERS to provide Safety employees who do not qualify as "New Members" under PEPRAs with the 3% at 50 Service Retirement benefit.

All Safety employees who do not qualify as "New Members" under PEPRAs shall pay twelve percent (12%) compensation earnable to pay for the employer portion of the City's CalPERS contribution. This payment shall be paid in accordance with Government Code Section 20516(f).

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

- 13.7 2.7% @ 57 Service Retirement Benefit for "New Member" Safety employees. The City agrees to provide Safety employees who are defined as "New Members" within the meaning of the California Public Employees' Pension Reform Act (PEPRA) of 2013 with the 2.7% @ 57 Service Retirement benefit.

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

Employees covered under the 2.7% @ 57 retirement formula shall pay one half of the normal cost rate as established each year by CalPERS.

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

- 13.8 2.7% at 55 Service Retirement Benefit for Miscellaneous employees. The City contracts with CalPERS to provide Miscellaneous employees who do not qualify as "New Members" under PEPRAs with the 2.7% at 55 Service Retirement benefit.

The employee's contribution rate for Miscellaneous employees who do not qualify as "New Members" under PEPRAs will be to eight (8%) percent compensation earnable. All employee contributions for retirement benefits are paid to the employer portion of the City's CalPERS contribution. This payment shall be paid in accordance with Government Code section 20516(f).

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

- 13.9 2% @ 62 Service Retirement Benefit for "New Member" Miscellaneous employees. The City agrees to provide Miscellaneous employees covered by this MOU who are defined as "New Members" within the meaning of the California Public Employees' Pension Reform Act (PEPRA) of 2013 with the 2% @ 62 Service Retirement benefit

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

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

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

- 13.10 Credit for Unused Sick Leave. All employees covered by this MOU can have unused accumulated sick leave at the time of retirement converted to additional service credit, pursuant to Government Code section 20965. 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 of separation from employment.

- 13.11 Uniform Allowance. With respect to Safety and Miscellaneous employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act (PEPRA), the City shall report to CalPERS the monetary value of uniforms and uniform maintenance for those employees required to wear uniforms. The monetary value by classification is listed in Exhibit B, entitled "Uniform Allowance by Classification." The value of the Uniform Allowance shall be determined by the City and will be reported to the California Public Employees' Retirement System (CalPERS) for retirement purposes only.

Under CCR 571(a), Uniform allowance is defined as "Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This excludes items that are solely for personal health and safety such as protective vests, pistols, bullets and safety shoes.

## ARTICLE XIV

### 14.0 RELEASE TIME FOR ASSOCIATION REPRESENTATIVE

During the term of this MOU, the City agrees to grant full-time release from duty for one (1) Association representative for the conduct of Association affairs subject to the following:

- 14.1 The POA Association President cost shall be paid one hundred percent (100%) of salary including any salary additives, such as career incentive pay, confidential premium pay, benefit costs and pension cost. All Association members shall donate one floating holiday annually to city as reimbursement for 100% of the cost of the Association President salary, additives, such as career incentive pay, pension and benefit costs.
- A. The City shall pay the POA President a "Confidential Premium" in lieu of 20 hours per pay period at time and one-half. This premium is contained in the California Public Employees' Retirement Law (PERL) and is described as "compensation to rank and file employees who are routinely and consistently assigned to sensitive positions requiring trust and discretion." The parties agree that the value of this premium shall be equivalent to 28 hours of pay at straight time per pay period. The rate paid shall be tied to the incumbent's rank. The POA agrees that the acceptance of said compensation as "PERSable" is subject to PERS approval.
  - B. The Police Chief shall allow on-duty time, (up to three days) for five board members, once per year, to attend the Peace Officers' Memorial. The Police Chief shall allow on-duty time (up to four days) for five board members, once per year, to attend the Fraternal Order of Police ("FOP") training. POA will pay for all costs for the board members attendance at said events, including per diem, travel, hotel, etc. If the Memorial or FOP falls on a board members normal day off, they will not receive on-duty pay for attendance.
  - C. The City agrees to grant up to a total of sixty hours (60) per fiscal year on a non-cumulative basis to enable the POA members, officers, worksite leaders/stewards, to conduct Union business and assist other bargaining unit employees in processing grievances under the Grievance Review Procedure; provided, however, that such POA members officers, worksite leaders/stewards and aggrieved employees shall make advance arrangement with their supervisors prior to absenting themselves for such purpose. The officers, worksite leaders/stewards and aggrieved employees shall be required by the City to record and report to their supervisors the work time spent in assisting other bargaining unit employees pursuant to this provision of the MOU.
- 14.2 The Association shall provide an insurance policy or policies, or certificate of such insurance, naming the City of Santa Ana, its officers, employees and agents as insured or additional insured, which provides coverage against liability for any and all claims and/or suits for damages or injuries to persons or property resulting from or arising out of any act or omission of said Association representative. Said policy or policies of insurance shall provide coverage for both bodily injury and property damage in not less than the

following minimum amounts: One million dollars (\$1,000,000.00) combined single limit or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to the City of Santa Ana.

- 14.3 The Association shall provide the City of Santa Ana with an insurance certificate from a workers' compensation insurance carrier certifying that it carries primary workers' compensation insurance on behalf of said Association representative and the policy shall not be cancelled nor the coverage reduced except upon ten (10) days' prior notice to the City of Santa Ana.
- 14.4 The Association shall indemnify and save harmless the City of Santa Ana, its officers and employees, from and against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents of the City of Santa Ana, and shall defend, indemnify and save harmless the City of Santa Ana, its officers and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors, or omissions, or arising out of the intentional or malicious acts of Association's representative.
- 14.5 The Association and the City of Santa Ana agree that the Association's representative will not be required to carry out any peace officer's duties during such time that the Association's representative is on such full-time release from duty. The Association's representative will be required to comply with the Rules and Regulations of the Santa Ana Police Department as they apply to off-duty employees, except such representative will not be required to report for duty for any purpose.
- 14.6 Upon return to duty from such full-time release, the Association's representative shall be restored to the same position without loss of any benefits as he or she would have occupied or accrued if there had been no disruption in duty status.

The Association agrees that since the Association representative does not report for duty or account to the City for his or her sick leave or vacation time, that vacation and sick leave accruals shall be treated as follows:

- A. The Association representative shall accrue eight (8) hours of sick leave each month until the accrued sick leave total reaches a maximum of 1600 hours.
- B. Vacation shall be accrued pursuant to Article X of the POA MOU.

## ARTICLE XV

### 15.0 RESIDENCY

- 15.1 At the discretion of the Police Chief, selected special duty assignments may be designated as rapid response assignments. In those instances, the Police Chief may apply specific requirements upon members assigned to those positions to live within a certain distance of City Hall.

## ARTICLE XVI

### 16.0 DISCIPLINE

- 16.1 Any permanent employee covered by this MOU may only be disciplined in accordance with the standards and procedures and subject to all rights of appeal set forth in Santa Ana Municipal Code Sections 9-9, 9-10, 9-118.1, et seq. Any probationary employee covered by this MOU may be disciplined in accordance with the standards and procedures set forth in Santa Ana Municipal Code Sections 9-90, 9-91, 9-118, and subject to review in accordance with the grievance review procedure contained in this MOU.

The City and the Union agree that for suspension, demotion and termination the employee may appeal imposed discipline to the Personnel Board. However, the employee and the City may by mutual agreement, delegate the hearing of the appeal to a Hearing Officer. The Hearing Officer shall be a neutral individual with training and experience in administrative law and due process who shall conduct an evidentiary hearing and make findings on employee disciplinary appeals. The City will request a list of hearing officers from the State Mediation and Conciliation Service and will jointly strike names to select the hearing officer. The first strike will be determined by a flip of a coin. Such findings and recommendations shall be submitted to the Personnel Board. The Personnel Board shall consider the Hearing Officer's report within sixty days after it is issued. The Personnel Board has the power to adopt, modify or reject the findings and recommendations of the Hearing Officer based upon the record. The City shall pay for the Hearing Officer.

Per Government Code section 3304.5, the Parties also agree that for any form of "punitive action" as defined by the Public Safety Officers' Procedural Bill of Rights not addressed above and which does not result in the loss of property, the appeal of such punitive action is an appeal to the Chief of Police. The Chief's decision following the appeal is the final decision in the City, subject to review in court per Code of Civil Procedure section 1094.5.

- 16.2 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 unless such employee waives his/her rights to retroactive pay.
  - 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 or 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 or 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 XVII

### 17.0 GRIEVANCE REVIEW PROCEDURE

- 17.1 Definition of Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees or 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 City Personnel Board by provision 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 participating in the Grievance Review Procedure.

- 17.2 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 giving rise to the grievance.

If the employee's grievance is directed against the actions of his or her immediate supervisor, the employee may initiate his or her grievance with his or her Division Commander. In such cases, the employee shall file his or her grievance directly with the Division Commander within ten (10) calendar days of the event. Response time lines will continue as designated for Division Commander and above. If the grievance is directed toward the Division Commander, the employee may file directly with the Bureau Commander.

- B. The Supervisor will respond to the grievance within seven (7) calendar days of receiving the grievance.
- C. If the grievance is not resolved at the immediate supervisor level, the employee, within ten (10) calendar days of the supervisor's response, will attempt to resolve the grievance on an informal basis through discussion with his or her Division Commander. The Division Commander will respond to the grievance within seven (7) calendar days of receiving the employee grievance.
- D. Every effort shall be made to find an acceptable solution to the grievance through this informal process.
- E. If the grievance is not resolved at the informal level, the employee shall then set forth the grievance in writing, indicate the nature of the action desired, sign it, and submit it in duplicate to his or her Bureau Commander. At this point, the grievance review process becomes formal. Should the grievant fail to file a written grievance, and in the manner specified above, within ten (10) calendar days after receiving the response from his or her Bureau Commander, the

grievance shall be barred and waived.

17.3 Formal Process.

- A. If the 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 and Division Commander will add their comments and any justification they consider proper, sign it, and forward it to their Bureau Commander without undue delay, or in no case, more than seven (7) calendar days after receiving the formal grievance. A copy shall be provided to the employee.
- B. The Bureau Commander, after study of the case, shall attach his or her decision and reasons therefore, and return them to the employee within seven (7) calendar days after receipt of the written grievance.
- C. If no satisfactory settlement has been reached at the division level, the employee may, within seven (7) calendar days after receipt of the Bureau Commander's decision may, in writing, request a meeting with the Police Chief to pursue the employee's grievance. 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 the basis of the Bureau Commander's response.
- D. If the grievant files a written grievance to the Police Chief in the matter and within the time limits specified in "C" above, then a conference shall be held at the request of the employee or the Police Chief.
- E. The Police Chief shall inform the employee of his action within fourteen (14) calendar days of the filing of the written grievance with the Police Chief or the date the conference is held between the employee and the Police Chief.
- F. If no satisfactory settlement has been reached at the departmental level, the employee may, within seven (7) calendar days after being informed by the Police Chief of his decision on the matter, and the reasons thereof, submit the grievance in writing to the City Manager, or his 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 the basis of the Police Chief's response.

The City Manager, or his representative, after careful review, shall render a final decision on the merits of the grievance, in writing, and return it to the grievant within twenty-one (21) calendar days after receiving the grievance. A copy of the written grievance to the City Manager, and of the City Manager's decision, shall be filed in the Personnel Records of the department and the grievant's personnel jacket maintained in the Human Resources Department.

- G. After the procedure set forth in this Article has been exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said

grievance under the law.

## ARTICLE XVIII

### 18.0 DUES DEDUCTION AND INDEMNIFICATION

- 18.1 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.
- 18.2 Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, 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 XIX

### 19.0 CITY RIGHTS

19.1 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 work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reason, subject to the provisions of the City Charter, Municipal Code, federal and state law and this MOU.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in the City Charter and Santa Ana Municipal Code.
- M. To determine job classifications and to reclassify employees.

- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

- 19.2 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 the MOU.

The City and Association agree that upon the expiration of this contract and during the good faith negotiations for a subsequent contract, salary and benefits shall continue at the then current rate.



## ARTICLE XX

### 20.0 STRIKES AND WORK STOPPAGES

#### 20.1 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, walkout, slowdown, sick-out or any other unlawful job action by withholding or refusing to perform services.
- B. Any employee who participates in any conduct prohibited in Subsection A above shall be subject to suspension, demotion or dismissal by the appointing authority.
- C. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 20.2, Association Responsibility, the City may suspend any and all rights and privileges, accorded to the Association in this MOU, including but not limited to suspension of the Grievance Review Procedure and dues deduction.

#### 20.2 Association Responsibility. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 20.1A of this Article, Prohibited Conduct, 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 conduct prohibited in said Section 20.1A, and return to work.

## ARTICLE XXI

### 21.0 LAYOFFS

- 21.1 All layoffs within the competitive service occasioned by abolishment of a position, the combination of duties of two (2) or more positions, or the reduction in numbers of employees in a given class, shall be governed by seniority in the class. Reemployment shall be in reverse order of layoff.
- 21.2 Any promotional probationary employee laid off under these procedures who held permanent status in a lower class shall retain seniority rights in the previously held classification provided that it is still listed in the City's current basic classification and compensation plan.
- 21.3 Any permanent, full-time employee laid off under the above provisions may request a demotion to a position in a lower class provided he/she meets reasonably related qualifications required for placement in the class and the position is vacant.
- 21.4 In lieu of layoff, an employee may elect to work in a lower level classification, in which he or she has served, providing that classification is within the same job family/career ladder. In that event, the employee's length of service in the next lower classification will be added to his or her length of service in the affected classification, and said combined seniority shall be used to bump down into the next lower classification. This method of combining seniority shall be applied to subsequent lower classifications.
- 21.5 For positions that were advertised in the Police Department as "open and promotional" or "promotional only" which are open to Police Department employees only, there will be created a "job ladder" such that those employees in positions to be eliminated through layoff shall be entitled to return to the POA job classification in the Police Department from which they promoted, "bumping" any employee in that job class with less cumulative years of service in that job class than the bumping employee had in that job class prior to promotion.
- 21.6 Notice of Service. On request, a laid off employee shall receive a statement certifying that his/her services have been satisfactory. Layoff shall not be used in lieu of a disciplinary dismissal.

## ARTICLE XXII

### 22.0 SOLE AND ENTIRE AGREEMENT

- 22.1 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.
- 22.2 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 XXIII

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

- 23.1 During the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by the MOU or in the negotiations leading thereto, unless required by specific provisions 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 XXIV

### 24.0 SEPARABILITY PROVISION

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

ARTICLE XXV

25.0 TERM OF MOU

25.1 The term of this MOU shall be from July 1, 2018 through June 30, 2021.

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

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

By: \_\_\_\_\_

MAYOR

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

By: \_\_\_\_\_

ACTING CITY MANAGER

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

By: \_\_\_\_\_

EXECUTIVE DIRECTOR OF  
HUMAN RESOURCES

ATTEST:

\_\_\_\_\_  
*Norma Mitre*

ACTING CLERK  
OF THE COUNCIL



ATTEST:  
Norma Mitre  
Acting Clerk of the Council

APPROVED AS TO FORM:

\_\_\_\_\_  
*Peter J. Brown*

Peter J. Brown  
Liebert Cassidy Whitmore  
LEGAL COUNSEL FOR  
CITY OF SANTA ANA

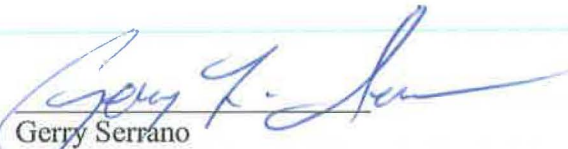


This MOU has been ratified by the membership of the Santa Ana Police Officers Association.

SANTA ANA POLICE  
OFFICERS ASSOCIATION

Dated: March 7, 2019

By:

  
Gerry Serrano  
PRESIDENT



# EXHIBIT A

## BASIC SALARY AND WAGE SCHEDULE

	0	1	2	3	4	5	6	7	8	9
41	1542	1549	1557	1565	1573	1580	1588	1596	1604	1612
42	1619	1627	1635	1643	1651	1659	1668	1676	1684	1693
43	1700	1708	1717	1725	1734	1742	1751	1760	1769	1778
44	1785	1793	1802	1811	1820	1830	1839	1848	1857	1866
45	1874	1883	1892	1902	1911	1921	1930	1940	1950	1960
46	1968	1977	1987	1997	2007	2017	2027	2037	2048	2058
47	2066	2076	2086	2097	2107	2118	2128	2139	2150	2160
48	2169	2179	2190	2201	2212	2223	2234	2246	2257	2268
49	2277	2288	2299	2311	2322	2334	2346	2357	2369	2381
50	2391	2402	2414	2427	2439	2451	2463	2475	2488	2500
51	2511	2523	2536	2548	2561	2574	2587	2600	2613	2626
52	2637	2650	2663	2676	2690	2703	2717	2730	2744	2758
53	2769	2782	2796	2810	2824	2838	2853	2867	2881	2896
54	2907	2921	2936	2950	2965	2980	2995	3010	3025	3040
55	3052	3067	3082	3098	3113	3129	3144	3160	3176	3192
56	3205	3221	3237	3253	3269	3285	3302	3318	3335	3352
57	3365	3381	3398	3415	3432	3449	3467	3484	3501	3519
58	3533	3550	3568	3586	3604	3622	3640	3658	3676	3695
59	3710	3728	3747	3765	3784	3803	3822	3841	3861	3880
60	3896	3915	3935	3954	3974	3994	4014	4034	4054	4074
61	4091	4111	4132	4152	4173	4194	4215	4236	4257	4278
62	4296	4317	4339	4360	4382	4404	4426	4448	4470	4493
63	4511	4533	4556	4579	4601	4624	4648	4671	4694	4718
64	4741	4764	4787	4810	4834	4858	4882	4906	4930	4954
65	4978	5002	5026	5051	5076	5101	5126	5151	5176	5201
66	5226	5252	5278	5304	5330	5356	5382	5408	5434	5461
67	5488	5515	5542	5569	5596	5623	5650	5678	5706	5734
68	5762	5790	5818	5847	5876	5905	5934	5963	5992	6021
69	6050	6080	6110	6140	6170	6200	6230	6260	6291	6322
70	6353	6384	6415	6446	6478	6510	6542	6574	6606	6638

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

## EXHIBIT B

### UNIFORM ALLOWANCE BY CLASSIFICATION

<u>Job Title</u>	<u>Monthly Uniform Allowance</u>
Animal Service Officer I	\$15.42
Animal Service Officer II	\$15.42
Communications Services Officer	\$14.58
Correctional Officer	\$14.34
Correctional Supervisor	\$14.34
Forensic Specialist I	\$14.34
Forensic Specialist II	\$14.34
Parking Control Officer	\$14.58
Police Communications Supervisor	\$14.58
Police Community Services Specialist	\$14.58
Police Investigative Specialist	\$14.58
Police Property & Evidence Supervisor	\$14.58
Police Recruit	\$14.58
Police Officer	\$20.84
Police Sergeant	\$20.84
Police Officer (with Motor Officer Premium)	\$24.16
Police Sergeant (with Motor Officer Premium)	\$24.16
Police Service Officer	\$14.58
Police Services Dispatcher	\$14.58
Senior Parking Control Officer	\$14.58
Traffic Services Specialist	\$14.58

