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MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN  
CITY OF SANTA ANA  
AND  
SANTA ANA MANAGEMENT ASSOCIATION

January 1, 2019 – June 30, 2022

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SANTA ANA AND  
THE SANTA ANA MANAGEMENT ASSOCIATION  
FOR FISCAL YEARS 2019-2022**

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	3
ARTICLE II	PURPOSE AND INTENT	4
ARTICLE III	IMPLEMENTATION	5
ARTICLE IV	ATTENDANCE, WORKDAY, WORKWEEK & WORK SCHEDULE	6
ARTICLE V	SALARIES	9
ARTICLE VI	ADDITIONAL COMPENSATION	17
ARTICLE VII	OVERTIME PAY	18
ARTICLE VIII	HOLIDAYS	19
ARTICLE IX	VACATION	23
ARTICLE X	OTHER LEAVES OF ABSENCE	27
ARTICLE XI	EMPLOYEE INSURANCE	37
ARTICLE XII	WELLNESS & FITNESS REIMBURSEMENT	41
ARTICLE XIII	RETIREMENT	42
ARTICLE XIV	TRAINING & EDUCATION ASSIST. PROGRAM	45
ARTICLE XV	ELECTRONIC DEVICE STIPEND	48
ARTICLE XVI	STRIKES AND WORK STOPPAGES	49
ARTICLE XVII	SOLE AND ENTIRE MOU	50
ARTICLE XVIII	SEPARABILITY PROVISION	51
ARTICLE XIX	GRIEVANCE REVIEW PROCEDURE	52
ARTICLE XX	WAIVER OF BARGAINING DURING THE TERM OF THIS MOU	54
ARTICLE XXI	EMERGENCY WAIVER PROVISION	55
ARTICLE XXII	TERM	56
ARTICLE XXIII	NON-DISCRIMINATION	57
ARTICLE XXIV	RATIFICATION AND EXECUTION	58
EXHIBIT A	ADMINISTRATIVE MANAGEMENT JOB TITLES	60
EXHIBIT B	MIDDLE MANAGEMENT JOB TITLES	61

## ARTICLE I

### 1.0 RECOGNITION

1.1 Pursuant to the Employee Relations Resolution of the City of Santa Ana (Resolution Number 81-075) and applicable State law, the City of Santa Ana (hereinafter called "the City") certified the Santa Ana Management Association (herein after called "SAMA") on September 25, 2002, as the majority of the Middle Management and Administrative Management Representation Unit (hereinafter called the "Unit") previously found appropriate by the Employee Relations Officer. The City hereby recognizes SAMA as the certified majority representative of the full time employees in said Unit. The term "employee" or "employees" as used herein shall refer only to full-time employees employed by the City in said Unit in the employee classifications comprising said Unit as listed in the attachments shown as listed "Exhibit A & B," as well as such classifications as may be added hereafter by the employee designated as the employee relations officer pursuant to Resolution No. 81-75.

## ARTICLE II

### 2.0 PURPOSE AND INTENT

- 2.1 It is the purpose of this Memorandum of Understanding MOU (hereinafter referred to as MOU) to promote and provide for harmonious relations, cooperation and understanding between the City and employees covered by this MOU. It sets forth the full and entire understanding reached in good faith negotiations regarding the wages, hours, terms and conditions of employment of employees covered by this MOU.
- 2.2 Notwithstanding the following provisions of this MOU, the parties agree that they have intended nothing herein to entitle, alter, or award Civil Service rights or privileges to any employee represented by SAMA who is in the Excepted Service of the City.

## ARTICLE III

### 3.0 IMPLEMENTATION

- 3.1 This MOU constitutes a recommendation jointly submitted to the City Council of the City of Santa Ana. The parties agree that this MOU shall not be binding upon the parties until said City Council:
- A. Acts, by majority vote, formally to approve said MOU and,
  - B. Acts to appropriate the necessary funds required to implement the provisions of this MOU that require funding.
- 3.2 Implementation shall be effective as of the date the MOU is both approved by the City Council and the funding has been appropriated pursuant to Section 3.1 above. If the parties fail to agree to implement provisions of this Memorandum not requiring City Council approval, then negotiations shall resume upon the request of either party.

## ARTICLE IV

### 4.0 ATTENDANCE, WORKDAY, WORKWEEK, & WORK SCHEDULE

- 4.1 Attendance. All full time SAMA employees covered by this MOU shall be in attendance at their assigned worksite during hours prescribed by the City Manager or Executive Director they report to, or designee(s) and shall not absent themselves during prescribed hours without authorization. SAMA employees shall not be required to submit Leave of Absence Requests for absences of two (2) hours or less.
- 4.2 Hours of Work. Eight (8) hours of work shall constitute a normal day and forty (40) hours of work shall constitute a minimum workweek, except for employees for whom special regulations have been approved by the City Manager.
- A. 4/10 Work Schedule. The Executive Director, with the approval of the City Manager, may assign SAMA employees to a workweek consisting of four (4) ten (10) hour day with an additional one-half (1/2) or one (1) hour for unpaid lunch periods. The regular workweek shall consist of forty (40) hours. A regular day off shall consist of ten (10) hours.
- B. 9/80 Work Schedule. All SAMA employees shall be permitted to work a 9/80 work schedule when authorized by the Executive Director and approved by the City Manager. A SAMA employee will not be permitted to work this schedule if in the discretion of the Executive Director and City Manager, the 9/80 work schedule may reduce service to the public.
1. 9/80 Work Schedule Defined. The 9/80 work schedule shall be defined as working eighty hours over nine days in a two-week period. An employee shall work eight days for nine hours per day and one day for eight hours, excluding a one-hour lunch break during each work shift, totaling forty (40) working hours in each work week.
- a. The Work Week Period. The forty (40) hour work week period shall be defined as the work period starting from Friday at mid-shift to Friday at mid-shift. No employee working the 9/80 work schedule will be able to flex their Friday start time nor the time they take their lunch break, which will occur in the middle of the day on Fridays.
- b. The 9/80 Work Period. The 9/80 two-week work period for employees starts Friday mid-shift and continues for fourteen (14) days until Friday mid-shift. During this period, each week is made

up of four nine-hour work days (thirty-six hours) and one four-hour Friday and those hours equal forty work hours in each work week (e.g., the Friday is split into four hours for the first shift, which is charged to work week one and four hours for the second shift, which is charged to work week two).

- c. SAMA employees cannot change schedules without prior approval of their Executive Director. The purpose of this authorization is to review the impact on supervision, staffing and workload. Employees may change schedules at the beginning of any work period with approval of their Executive Director.
  - d. Modifications of the 9/80 work week period are not permitted unless authorized by the Executive Director of Human Resources and the City Manager.
  - e. Emergencies: All SAMA employees on the 9/80 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions that, in the opinion of the City Manager, Executive Director or designee, may require such service from any of said employees.
- 2. Leave Benefits. When a SAMA employee is off on a scheduled workday under the 9/80 work schedule, then nine (9) hours of eligible leave per workday shall be charged against the employee's leave balance or eight (8) hours shall be charged if the day off is a Friday. All leaves shall continue under the current accrual, eligibility, request and approval requirements.
  - 3. Holidays. Provisions for holiday leave are found in Article VIII of this MOU.
  - 4. Jury Duty Leave. The provisions of the MOU shall continue to apply; however, if an employee is called to serve on jury duty during a normal Friday off, Saturday, or Sunday, or on a City holiday, then the jury duty shall be considered the same as having occurred during employee's day off work.

- 4.3 It is intent of the parties that no additional paid time off shall be gained or lost as a result of implementing any alternate work schedules. The City and SAMA agree to meet and confer to discuss abandoning any work schedule and implementing an alternate work schedule if the current schedule has not achieved the desired results.



## ARTICLE V

### 5.0 SALARIES

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

5.2 Schedule of Salaries.

- A. Two separate schedules of salary rate ranges, one for classifications of employment designated as SAMA Middle Management (MM) assigned to 17-step monthly salary rate ranges, and one for classifications of employment designated as SAMA Administrative Management (AM) assigned to 5-step monthly salary rate ranges, are attached hereto in matrix format as though set forth herein.

The assignment of classifications to salary rate ranges for SAMA Middle Management (MM) and SAMA Administrative Management (AM) is listed in the City's salary schedule, as periodically updated and published by the City.

- B. The basic salary schedule for SAMA Middle Management classifications contains numerous salary rate ranges, each range comprised of seventeen (17) separate rates of pay shown in monthly amounts. The respective rate ranges are identified by a two-digit number preceded by the capital letters "MM." The separate rates of pay or steps within each salary rate range are identified by the numbers "1" through "17" inclusive, with Step "1" being the lowest or minimum rate of the range, Step "9" the middle or midpoint rate of the range, and Step "17" being the highest or maximum rate. The purpose of each step and criteria for advancement are set forth in Subsection 5.8(A) below.
- C. The basic salary schedule for SAMA Administrative Management contains salary rate ranges comprised of five (5) steps or rates of pay shown in monthly amounts, identified by the letters "A" through "E" inclusive, with Step "A" being the lowest step in the range. The purpose of each step and criteria for advancement to the next higher step within a particular salary rate range are set forth in Subsection 5.8(B) below.

5.3 Salaries

- A. Effective July 1, 2019, the base salaries of classifications represented by this MOU shall be increased by three and one-half percent (3.5%).
- B. Effective July 1, 2020, the base salaries of classifications represented by this MOU shall be increased by three and one-half percent (3.5%).
- C. Effective July 1, 2021, the base salaries of classifications represented by this MOU shall be increased by three and one-half percent (3.5%).

5.4 Application of Basic Compensation Plan. The salary rate ranges contained in Subsection 5.2 are monthly salary rate ranges. All employees working in classifications of employment covered by this MOU shall be compensated at a monthly rate.

5.5 Probation. Except for employees in the Excepted Service as defined by the City Charter and employees re-employed from re-employment eligible lists, the probationary period shall be one (1) year from the date of appointment from an open eligible list (new hire) or a reappointment eligible list (rehire) or appointment from a promotional eligible list.

5.6 Beginning Rates.

- A. SAMA Middle Management Classifications. An employee appointed to a Middle Management classification shall be compensated at any rate within the lower third of the 17 step salary rate range (Steps "1" through "6") for their job classification as authorized by the Appointing Authority. When economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate a higher rate would be in the City's best interest, the City Manager may authorize hiring at a higher rate in the salary rate range but this higher rate generally shall not be above the midpoint.
- B. SAMA Administrative Management Classifications. An employee appointed to an Administrative Management classification may be placed by the Appointing Authority at any step within the applicable five (5) step salary rate range (Steps "A" through "E") in the schedule to which the classification has been assigned through adoption of this MOU, provided that such employee shall be assigned such salary step upon the commencement of his or her service in said classification and such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article as set forth below.

- 5.7 Service. The word “service” as used in this MOU shall be deemed to mean continuous, full-time service in the classification in which the employee is being considered for salary advancement, service in the higher classification or service in a classification allocated to the same salary rate range and having generally similar duties and requirements.

Notwithstanding the above, employees in classifications represented by SAMA who are hired after the first (1<sup>st</sup>) working day of the month shall not be credited with time in service for that month when determining the length of service for salary advancement.

A lapse of service by an employee for a period of time longer than ten (10) calendar days, by reason of resignation, quit, or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purpose of this MOU, and any such employee reentering the service of the City shall be considered as a new employee, except that he or she may be reappointed as provided in Santa Ana Municipal Code (SAMC) Chapter 9-114 and may be placed in the same salary step in the appropriate salary rate range as he or she was at the time of termination of employment.

5.8 Advancement Within Ranges.

- A. SAMA Middle Management Classes: The following provisions shall govern salary advancement within rate ranges for employees employed in SAMA Middle Management classes:

1. Steps “1” through “15” Advancement: For any employee in a SAMA Middle Management classification covered by this MOU who has been initially appointed to a step lower than Step “15”, advancement in the SAMA Middle Management schedule of salary rate ranges may be granted only for continued meritorious and efficient service by said employee in the effective performance of the duties of his or her position. Such advancement shall be in two-step increments, each step being equivalent to 2.5%, for a total increase of 5% per year, until Step “15” is achieved. For example, an employee covered by this MOU shall advance from Step 1 to Step 3, Step 3 to Step 5, Step 5 to Step 7, Step 7 to Step 9, Step 9 to Step 11, Step 11 to Step 13, or Step 13 to Step 15. The effective date of such merit step increase, if granted, shall be the first (1<sup>st</sup>) day of the month following the completion of one (1) year of service at the step from which said employee is being advanced.

2. Advancement to Steps "16" and "17": Any employee in a SAMA Middle Management classification covered by this MOU, who has reached Step "15" or Step "16" in the SAMA Middle Management schedule of salary rate ranges, may advance to the next higher step in the SAMA Middle Management schedule of salary rate ranges only for continued meritorious and efficient service by said employee in the effective performance of the duties of his or her position. Such advancement shall be in one-step increments, each step being equivalent to 2.5% per year until Step "17" is achieved. For example, an employee covered by this MOU shall advance from Step "15" to Step "16", and Step "16" to Step "17", respectively.
3. Any current SAMA Middle Management employee who previously advanced through the steps of each salary rate range using his or her initial date of hire into a middle management class shall retain that date as the anniversary date for purposes of advancing through the steps of each salary rate range while in his or her current class and for any subsequent promotions to a SAMA Middle Management class. The effective date of such merit step increase, if granted, shall be the first (1<sup>st</sup>) day of the month following the anniversary date.

Such merit advancement shall require the following:

- a. There shall be on file in the office of the Executive Director of Human Resources a copy of each periodic performance appraisal required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to his or her last salary advancement.
- b. The Appointing Authority, at least twenty (20) calendar days prior to the anticipated completion of such employee's required length of service, shall file with the City Manager a statement recommending the granting or denial of the merit increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified by the Appointing Authority as to such recommendations and shall be informed of the reasons.
- c. No advancement in salary shall become effective until approved by the City Manager, except when placement on a salary step above

Step "1" results from promotion under the provisions of Section 5.9 (A) of this MOU.

- d. Notwithstanding the foregoing provisions of this subsection to the contrary, a merit step advance shall be automatically granted ninety (90) days after the due date if no performance appraisal is completed. The effective date of such merit step advance shall be retroactive to the first (1<sup>st</sup>) day of the month following the completion of the required length of service.
4. When an employee in a SAMA Middle Management classification has not been approved for advancement to the next higher salary step, he or she may be reconsidered for such advancement after the completion of three (3) months of additional continued service in the classification and shall be reconsidered for advancement to the next higher step above his or her then current step after the completion of six (6) months of additional continued service in the classification.
5. An employee in a SAMA Middle Management classification who is being paid at any salary step above Step "1" may be reduced to the next lower step in the appropriate salary rate range upon the recommendation of the Appointing Authority and the approval of the City Manager. Procedure for such reduction shall follow the same procedure for merit advancement in Subsection 5.8 Paragraph (A) (4) above, and such officer or employee may be considered for readvancement under the same provisions as contained in Subsection 5.8 Paragraph (A) (4) above.

B. SAMA Administrative Management Classifications: The following conditions shall govern salary advancement within 5-step rate ranges for employees employed in SAMA Administrative Management classifications:

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

Such merit advancement shall require the following:

- a. There shall be on file in the Office of the Executive Director of Human Resources a copy of each periodic performance appraisal required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to his or her last salary advancement.
  - b. The Appointing Authority, at least twenty (20) calendar days prior to the anticipated completion of such employee's required length of service, shall file with the City Manager a statement recommending the granting or denial of the merit increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified by the Appointing Authority as to such recommendations and shall be informed of the reasons.
  - c. No advancement in salary shall become effective until approved by the City Manager, except when placement on a salary step above Step "A" results from promotion under the provisions of Section 5.9(B) of this MOU.
  - d. Notwithstanding the foregoing provisions of this subsection to the contrary, a merit step increase shall be automatically granted ninety (90) days after the due date if no performance appraisal is completed. The effective date of such merit step increase shall be retroactive to the first (1st) day of the month following the completion of the required length of service.
2. When any such employee in a classification designated as Administrative Management (AM) has not been approved for advancement to the next higher salary step, he or she may be reconsidered for such advancement after the completion of three (3) months of additional service and shall be reconsidered for advancement to the next higher step above his or her then current step 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 Subsection 5.8(B)(1) above.

3. Any employee in an Administrative Management classification who is being paid at any salary step above "A" may be reduced to the next lower step in the appropriate salary rate range upon the recommendation of the Executive Director and the approval of the City Manager. Procedure for such reduction shall follow the same procedure for merit advancement provided in Subsection 5.8(B)(1) above, and such employee may be considered for re-advancement under the same provisions as contained in Subsection 5.8(B)(2) above.

5.9 Promotional Salary Advancement.

- A. SAMA Middle Management Classifications: When an employee in a non-management classification of the City service is promoted to a SAMA Middle Management classification, they shall be placed at a salary rate in the appropriate salary rate range that will provide at least a five percent (5%) pay increase.
- B. SAMA Administrative Management Classifications:
  1. Promotion from a Non-Management Classification. An employee who is promoted to a SAMA Administrative Management classification from a non-management classification of the City service shall be placed at a salary rate in the appropriate Administrative Management monthly salary rate range that provides a pay increase of at least five percent (5%).
  2. Promotional Salary Advancement. When an employee in a classification designated as Administrative Management (AM) is promoted to a higher classification from a position in a lower classification in the same occupational career ladder, he or she shall be reassigned to the beginning step in the appropriate monthly salary range for the higher classification; provided, however, that if the base salary currently being paid such employee is already equal to or higher than such beginning step, he or she shall be placed in the lowest step in the appropriate monthly salary rate range as will grant the employee a pay increase of at least five percent (5%) over his or her current base salary step exclusive of pay premiums such as bilingual pay, special skills or the like.

5.10 Demotion.

- A. SAMA Middle Management Classifications: When an employee in a Middle Management classification is demoted to a position in a lower classification, he or she shall be placed at a rate in the lower salary rate range which provides at least a five percent (5%) reduction in pay.
- B. SAMA Administrative Management Classifications: When an employee in a SAMA Administrative Management Classification 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 accordance with the following provisions:
  - 1. The salary rate shall be reduced by five percent (5%).
  - 2. The new salary rate must be within the appropriate salary rate range.
  - 3. The new salary rate shall not be higher than the salary step to which the employee would have been entitled had his or her service time in the higher classification been spent in the lower classification.

5.11 Probationary Rejection. A promotional employee who is rejected during the probationary period from a SAMA classification shall be returned to the classification in which he or she holds regular status and at his or her former salary step, unless the reasons for failure to complete probation would also be cause for dismissal from City service.

5.12 Reallocation of Salary Rate Ranges. An employee who is employed in a classification covered by this MOU which is reallocated to a different salary rate range from that previously assigned shall be retained in the same salary step in the new salary rate range as he or she had previously held in the prior rate range and shall retain credit for length of service in such step towards advancement to the next higher step.

5.13 Acting Pay. An employee in a classification covered by this MOU may be appointed by the Executive Director to serve in an acting capacity during an unplanned absence from work of thirty (30) calendar days or more of another employee represented by SAMA. Represented SAMA employees who are granted "acting pay" shall receive a five percent (5%) increase or the minimum rate of the higher salary range while serving in an "acting" capacity.



## ARTICLE VI

### 6.0 ADDITIONAL COMPENSATION

- 6.1 Bilingual Pay. An employee whom the Executive Director or his designee assigns to a position requiring bilingual capability in both English and either Samoan, Spanish, Vietnamese or other languages designated by the City Manager, will be paid a monthly premium in accordance with the criteria and amounts set forth below:
- A. Certification by the Executive Director of Human Resources as having satisfactorily demonstrated conversational fluency in both languages for any position requiring bilingual capability.
  - B. Positions for which the Executive Director has determined that bilingual proficiency is essential to carry out duties and responsibilities of a critical and/or emergency nature without ready access to backup assistance, or positions where bilingual public contact is a major and essential element of the work being performed, will be designated as Primary Bilingual Assignments. A qualified incumbent of such position will be paid a monthly premium of one hundred seventy-five dollars (\$175) above his or her then current base monthly salary step.
  - C. Positions where it has been determined by the Executive Director that regular and frequent bilingual usage is necessary to the performance of duties, but not a major, essential or integral element of the work, will be designated as Secondary Bilingual Assignments. A qualified incumbent of such position will be paid a monthly differential of forty dollars (\$40.00) above his or her monthly salary step for each of such assignment.
  - D. The number of such Primary and/or Secondary Bilingual Assignment shall be no larger than the requirements of the department as determined by the Executive Director and the City Manager.
  - E. There may be annual re-certification of such bilingual capability.
- 6.2 All assignments to positions providing for bilingual pay as set forth in this Article shall be made or revoked at the sole discretion of the Executive Director.

## ARTICLE VII

### 7.0 OVERTIME PAY

- 7.1 Compensation for Overtime. Employees in any of the designated classifications of employment listed in this MOU are designated as exempt from the provisions of the Fair Labor Standards Act (FLSA) provided by Section 13(a)(1) of the FLSA as defined by Regulations, 29 CFR Part 541, are not eligible for monetary compensation for overtime work or for compensatory time off with pay for overtime work, unless so required by the FLSA, or any other State or Federal laws.

## ARTICLE VIII

### 8.0 HOLIDAYS

8.1 Employees covered by this MOU who work a regular forty (40) hour workweek schedule shall be entitled to receive the following days off during the calendar year as paid holidays:

- January 1st - New Year's Day
- Third (3rd) Monday in January - In observance of Martin Luther King's Birthday
- Third (3rd) Monday in February - In memory of George Washington's Birthday
- 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
- Last working day before Christmas Day, unless Christmas Day falls on a Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof
- December 25th - In observance of Christmas Day
- One (1) 9-hour 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.

8.2 Holidays – Employees on Alternate Work Schedules.

- A. Full-time employees whose regular scheduled days off are other than Saturday and Sunday shall be entitled to receive twelve (12) working days off during the year in lieu of the holiday benefits specified in Section 8.1 above. Holidays will be credited based on the employee's working schedule. If the holiday falls on a regular 9-hour day, then 9 holiday hours will be credited. If the holiday falls on the 8 hour working Friday then 8-hours of holiday pay will be credited, with the exception of floating holidays that will be granted at nine (9) hours regardless of work schedule.

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

8.3 Employees must actually work at least one (1) day preceding the day a holiday listed in Section 8.1, supra, actually occurs in order to receive credit for such holidays during the month in which it occurs.

An employee separating from the service of the City must actually work at least one (1) day following the day a holiday listed in Section 8.1, supra, actually occurs in order to receive compensation for the holiday.

A newly appointed employee must complete six (6) months of continuous full-time service in order to receive credit for the one (1) Floating Holiday listed in Section 8.1 above.

8.4 Holiday time off may be taken in increments of eight (8) hours by employees who work 8 hour days. Employees assigned to the 4/10 must use their holiday in ten (10) hour increments. Effective with the date of approval of this MOU by the City Council, employees assigned to a 9/80 work schedule must use their holidays in nine (9) hour increments.

8.5 If a holiday falls on an employee's Friday off, the employee must then take their holiday off before or after the regular holiday as their holiday off with supervisor and/ or Executive Director approval. If the SAMA employee cannot take their holiday off before or after the regular scheduled holiday off the employee will bank eight hours of holiday leave to be used at a later date with the supervisor's approval.

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

8.7 Mandatory Holiday Closure.

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

B. Sunset Clause for Mandatory Holiday Closure

This provision shall expire on June 30, 2022 and no additional mandatory winter holiday closures may be implemented after the 2021 winter holiday closure, unless mutually agreed to otherwise by the parties.

C. Dates of Closures

1. 2019:

The closure shall run from Tuesday, December 24, 2019 through Wednesday, January 1, 2020. The City shall re-open and employees report back to work as scheduled on Thursday, January 2, 2020.

Employees shall observe the three (3) City paid holidays provided in Section 8.1 on:

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

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

2. 2020:

The closure shall run from Thursday, December 24, 2020 through Friday, January 1, 2021. The City shall re-open and employees report back to work as scheduled on Monday, January 4, 2021.

Employees shall observe the three (3) City paid holidays provided in Section 8.1 on:

- Thursday, December 24, 2020 (Last work day before Christmas Day)
- Friday, December 25, 2020 (Christmas Day). For employees whose alternating regular day off is on December 18, 2020 who would otherwise be scheduled to work on December 25, 2020, the Christmas Holiday is on December 25, 2020. For employees whose alternating regular day on will be on December 18 who would otherwise be scheduled off on Friday December 25, they will receive nine (9) floating holiday hours for Christmas Day 2020, and Friday, January 1, 2021 (New Year's Day). For employees whose alternating regular day on is on December 18, 2020 who would otherwise be scheduled to work on January 1, 2021, the New Year's Holiday is on January 1, 2021. For employees whose

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

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

3. 2021:

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

Employees shall observe the three (3) City paid holidays provided in Section 8.1 on:

- Friday, December 24, 2021 (Last work day before Christmas Day). For employees whose alternating regular day off is on December 17, 2021, who would otherwise be scheduled to work on December 24, 2021, the Christmas Eve Holiday is on December 24, 2021. For employees whose alternating regular day on will be on December 17 who would otherwise be scheduled off on Friday December 24, they will receive nine (9) floating holiday hours for Christmas Eve 2021.
- Monday, December 27, 2021 (Christmas Day)
- Thursday, December 31, 2021 (New Year's Day) For employees whose alternating regular day on is on December 17, 2020 who would otherwise be scheduled to work on December 31, 2021, the New Year's Holiday is on December 31, 2021. For employees whose alternating regular day off will be on December 17, 2020 who would otherwise be scheduled off on Friday December 31, 2021, they will receive nine (9) floating holiday hours for New Year's Day 2022.
- On each of the holiday closure days (December 28, 29, and 30 (employees may use any of the following accrued leaves (if employees have such leaves): vacation, management vacation, or holiday leave. Employees may also choose to be off on any or all of these days on a leave without pay.

## ARTICLE IX

### 9.0 VACATION

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

9.2 Vacation.

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

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

- B. No employee shall be entitled to, or receive payment for, any vacation until he or she has completed six (6) months of continuous service.
- C. On or after the first (1<sup>st</sup>) day of the month following completion of six (6) months of continuous full-time service, an employee may be allowed to take all or a proportionate fraction of his or her earned vacation, subject to scheduling approval of the employee's supervisor.
- D. Vacation time off may be taken in increments as small as one-half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one-half (1/2).
- E. The time at which an employee shall take his or her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and particular regard for the needs of the City.
- F. Computation of Vacation.
  - 1. In computing vacation, each municipal holiday that occurs during the vacation, and that falls on a day which the employee would have worked had he or she not been on vacation, shall be deducted from the computation so that one (1) additional day of vacation shall be allowed to the employee unless departmental practice provides some other manner of compensating for municipal holidays. Should an employee be confined to a hospital for sickness or injury while on authorized vacation, each full day of such confinement, when confirmed by a physician's statement and approved by the Executive Director, 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 the calculation of the completed years of service factor for vacation accrual when an employee has had a break in continuous service, unless the break in service is concluded by reappointment, as provided in Section 9-114 of the Civil Service Rules and Regulations, or by reemployment from layoff within one (1) year. Leave of absence without pay, as provided in Article X, Subsection 10.1 (E) (Sick Leave - Extended), Article X, Subsection 10.7 (Authorized Absence Without Pay - Long Term) and Article X, Subsection 10.11 (Catastrophic Leave) herein, does not constitute a break in continuous service as used in this section; however, the leave of absence period shall not be applied toward the accumulation of vacation. Absence on military



leave followed by reinstatement, as provided in Chapter 9-143 of the Civil Service Rules and Regulations, does not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of vacation.

3. **Vacation Buy-Back.** Employees covered by this MOU are eligible to require the city to buy back up to eighty (80) hours of their banked vacation per fiscal year.

### 9.3 Vacation Carry Over

- A. No employee may carry over from one (1) calendar year to the next, more than the maximum vacation carryover as set forth in the following table. Any vacation not used beyond the maximum carryover amount from year to year is forfeited, meaning that no pay shall be received for such unused vacation at any time. With respect to any vacation forfeited in this manner, this provision constitutes a waiver of any rights to vested vacation benefits under California Labor Code section 227.3.

<b>Completed Years</b>	<b>Maximum Hours of Vacation Carry Over</b>
1	120
2	240
3	360
4	360
5	360
6	364
7	372
8	384
9	396
10	408
11	420
12	432
13	444
14	456
15	468
16	484
17	504
18	528
19	552
20	576
21	592
22	600
23	600

24	600
25 or more	600

9.4 Effect of Extended Sick Leave on Vacation Accrual. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days, in any one (1) calendar month, shall not be considered as service time for vacation accrual purposes.

9.5 Management Vacation Benefit.

- A. SAMA employees covered by this MOU will be granted fifty (50) hours per calendar year of Management Vacation. Effective January 1, 2020, employees will be granted sixty-five (65) hours per calendar year of Management Vacation. In addition to the vacation accrual table in Section 9.2.A. above subject to a maximum accrual of thirty (30) days (240 hours) of such additional Management Vacation.

9.6 Management Vacation Pay Option.

- A. SAMA employees shall be given once each calendar year the option to receive cash compensation, computed on a straight time basis, in lieu of up to five (5) 8-hour working days of earned, unused Management Vacation benefits.

## ARTICLE X

### 10.0 OTHER LEAVES OF ABSENCE

#### 10.1 Sick Leave.

- A. Definition. Except as otherwise provided below, sick leave shall be deemed to mean absence from duty of an employee because of illness, injury, medical, or dental appointment that prevents the employee from performing the duties of his or her position, and shall be deemed to include time in quarantine resulting from exposure to a contagious disease.
- B. Accrual. Each employee shall be entitled to, and shall earn, one (1), eight (8) hour working day of sick leave for each full calendar month of service in which he is employed by the City with full pay; provided, however, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave as aforesaid. Subject to the other provisions in this Article, sick leave shall accrue to the credit of each employee to the extent that it is not used.
- C. Authorized Only When Necessary. Use of sick leave by City employees shall be authorized as follows:
  - 1. Sick leave is not a right which an employee may use at his or her discretion, but shall be allowed only in cases of necessity and actual sickness or disability, or as authorized in Subsection J below.
  - 2. When an accepted industrial illness or injury has caused an employee's absence, for which benefits are required under the State Workers' Compensation Insurance and Safety Act, paid sick leave will be allowed such employee during the first three (3) days of the statutory waiting period. If the workers' compensation related illness or injury continues past the initial three (3) consecutive days, the employee will have the three (3) used sick days recredited to his or her account, if the employee remains off work longer than 14 days. Paid sick leave will continue until the fourth (4<sup>th</sup>) day when the City pays the employee workers' compensation benefits for such illness or injury. If the employee does not have sufficient accumulated sick leave at the commencement of such industrial illness or injury, they will be advanced sick leave for this purpose. Subsequently, the City will deduct an

equal amount previously advanced from any sick leave accrued by the employee until the total amount is recovered. If the employee terminates before recovery of all advanced sick leave, the City will deduct the unrecovered cost of sick leave from such terminated employee's final paycheck, to the extent possible.

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

D. Limit.

1. The maximum total accumulation of sick leave with pay shall be two hundred fifty (250) eight (8) hour working days equal to two thousand (2000) 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) hour.
2. The total amount of accumulated sick leave permitted to be compensated or converted to employee's Retirement Health Savings Account as specified herein under Subsection 10.1 (K) of this Article at the time of non-disciplinary termination shall not exceed one thousand two hundred (1200) hours.

E. Extended. The City Manager may grant leave up to six (6) months without pay to an employee who has exhausted all of his or her accrued sick leave if a licensed physician designated by the City Manager indicates that the employee will be sufficiently recovered to return to his or her employment within a six (6) month period. Prior to the expiration of the additional time, the employee may return to his or her position provided that the employee has a certificate from the designated physician stating that the employee is able to perform all the duties of his or her position without qualification. In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year without pay.

F. Extension by Use of Vacation. After an employee's sick leave has been exhausted,

he or she may be granted permission to take any unused vacation leave benefits he or she may have accrued.

- G. Notice. The employee taking sick leave shall notify his or her immediate supervisor either prior to or within four (4) hours after the time he or she is scheduled to report for duty, or as otherwise established by departmental regulations. When the absence is more than three (3) consecutive working days, the employee must present to his or her Executive Director a physician's certificate stating the cause of illness and that, in the physician's opinion, the employee could not report to work because of such illness or injury and that the employee is sufficiently recovered to safely return to work. Such certificate shall be transmitted to the Executive Director of Human Resources with the report of the employee's return to work.

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

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

Up to 48 hours 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 family, home, or other valuable property; d) when the existence of external circumstances beyond the employee's control make it impossible for him or her to report for duty; or e) attend to medical or dental appointments for members of the employee's household. 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 (updated upon adoption of this MOU)

1. Except in cases of disability retirement, upon non-disciplinary termination of employment:
2. Payment After Ten Years. After ten (10) years but less than fifteen (15) 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 accrued sick leave benefit credited into his or her individual Retirement Health Savings (RHS) account upon the effective date of such termination, not to exceed a maximum limit of four hundred and twenty-seven (427) hours, at the base rate of pay effective on the date of such termination.
3. Payment After Fifteen Years. After fifteen (15) years but less than twenty-five (25) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for two-thirds (2/3) of the total accrued sick leave benefit credited into his or her individual RHS account not to exceed a maximum limit of eight hundred hours (800) hours, at the base rate of pay effective on the date of such termination.
4. Payment After Twenty-Five Years. After twenty-five (25) years but less than thirty (30) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for two-thirds (2/3) of the total accrued sick leave benefit credited into his or her individual RHS account, not to exceed a maximum limit of one thousand sixty-six (1066) hours, at the base rate of pay effective on the date of such termination.

5. Payment After Thirty Years. After thirty (30) years or more of cumulative full-time service with the City, each qualified employee shall be entitled to payment for three-quarters (3/4) of the total accrued sick leave benefit credited into his or her individual RHS account, not to exceed a maximum limit of one thousand two-hundred (1200) hours, at the rate of base pay effective on the date of such termination.
6. SAMA members who notify the City, in writing, of their intent to retire within 12 calendar months shall be allowed to cash out any eligible sick leave bank balances (10.1K) upon request. Employees shall receive payment as soon as practical, and no longer than 30 days after the request has been made. If said employee cashes out his/her eligible sick leave bank balances prior to retirement and subsequently does not retire from City, all future sick leave accrual for said employee shall be subject to the same cash out provision elected and will be processed on the final paycheck. All combined cash outs cannot exceed what the said employee would have been entitled to if the cash out was processed on the final paycheck only.
7. Effective upon adoption of this MOU, employees with at least ten (10) years of full-time city service that retire from the City of Santa Ana within 120 days of separation shall be eligible to convert up to two-thousand (2000) hours of accumulated unused sick leave to CalPERS Service Credit as defined in Section 13.3.
8. The City Manager is authorized to grant a newly appointed incumbent of a SAMA classification sick leave credit up to an amount equal to any earned but unused sick leave credit available to such appointee at the time of his or her separation from his or her most recent previous employer.
9. A lump sum payment shall be made to the beneficiaries of any eligible employee whose death occurs while such employee is an active employee of the City, such payment to be in the amount of one-third (1/3) of the total sick leave benefit credited to the employee's account at the time of his or her death, and at the rate of pay effective on the date of death.

#### 10.2 Bereavement Leave.

- A. 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. Such leave is designated as bereavement leave. "Immediate family" as used in this section is limited to:

1. Any member of the employee's household related by blood or marriage;
  2. A parent, parent-in-law, spouse, child, brother, sister, grandparent or grandchild of the employee, regardless of residence;
  3. Any other relative of the employee by blood or by marriage where it can be established by the employee that as a result of such relative's death, the employee's presence is required to handle funeral arrangements and/or matters of estate.
- B. Whenever an employee is required to travel one way more than 500 miles to attend to the death of a member of the employee's immediate family, an employee may use up to sixteen (16) hours of additional leave charged to their Personal Necessity Leave balance when authorized by the Executive Director.

#### 10.3 Military Leave.

- A. Proof of Orders and Reinstatements. An employee shall be granted military leave if he or she furnishes the Executive Director of Human Resources satisfactory proof of his or her order to report for duty. Upon return and upon showing of proof of actual service pursuant to such orders, he or she will be reinstated as provided in Chapter 9-143 of the Civil Service Rules and Regulations of the City of Santa Ana.
- B. Temporary. Members of the reserve forces of the United States, or the National Guard, granted temporary leave when ordered to duty, in accordance with the Military and Veterans Code, will be granted leave with pay not to exceed thirty (30) calendar days in each calendar year after one (1) years' service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

- 10.4 Jury and Witness Leave. When an on-duty employee is called to serve as a juror or non-party witness in any court action, he or she shall be allowed to leave for the time actually required for such service without loss of pay. Each on-duty employee called for such service shall present to his or her Executive Director 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.



- 10.5 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 or herself makes an explanation satisfactory to the Executive Director regarding the cause of his or her absence, the Executive Director may restore him or her to his or her position, with the City Manager's approval.
- 10.6 Authorized Absence Without Pay - Short Term. Absence without pay not to exceed five (5) consecutive working days, may be authorized by the Executive Director. Absence without pay not to exceed fifteen (15) calendar days may be authorized by the Executive Director with the approval of the City Manager. Such an absence may be authorized only if in the judgment of the Executive Director it serves the best interest of the City.
- 10.7 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having permanent status, plus action by the Executive Director recommending approval of the request, the City Manager may grant a leave of absence without pay for up to six (6) months.

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

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

- 10.8 Industrial Leave. Any period of time during which an employee is required to be absent from his or her position by reason of an industrial injury or industrial illness for which he or she is entitled to receive compensation shall not be considered a break in continuous service for the purpose of his or her right to salary adjustments or to the accrual of vacation and seniority.
- 10.9 Pregnancy Disability Leave. A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery therefrom. Such reasonable leave of absence shall not exceed four (4) months. However, an employee may be granted up to an additional two (2) months of leave, at the discretion of the City Manager, for a total of up to six (6) months in which to recover from the disability if substantiated by a physician's certificate.

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

As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability.

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

- 10.10 Administrative Leave. The City Manager is authorized to grant, at his or her discretion, paid or unpaid leave for full time SAMA employees.
- 10.11 Catastrophic Leave. 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 SAMA agree to implement a Catastrophic Leave Donation Program.

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

The Catastrophic Leave benefit will be provided for non-industrial injury or sickness only. The leave shall cover the uncompensated time prior to the employee's becoming eligible for the Long Term Disability benefits.

- A. Guidelines. It shall be understood that all donations under this procedure are voluntary and subject to taxation for the recipient.
1. Employees may donate vacation time or one in lieu holiday to the eligible employee. In no event shall sick leave be donated.
  2. Employees shall be provided a two-week period to submit donations. Donations received after this two-week period shall not be processed. The two-week period for each case shall be designed by the Executive Director

or his or her designee as provided herein below.

3. All donations must be made in two (2) hour increments and a maximum of eight (8) hours per donor, except in lieu holidays must be for eight (8) hours.
4. Any authorization of donations not made in accordance with the procedures outlined in Subsection 10.11(C)(2) below, will not be processed.
5. All donations shall be irrevocable.
6. In 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 Subsection 10.1 (A) through 10.1(K).
7. Donations shall be limited to employees of this bargaining unit or any other unrepresented unit.

B. Eligibility. SAMA 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 and vacation, will be exhausted and the employee's illness will continue past the time when the employee will be on paid status.
2. The employee's Executive Director, or his or her designee, has approved a written request for donation 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 Executive Director or his or her designee shall post a notice of the eligible employee's need for donation on bulletin boards accessible to employees. No confidential medical information shall be included in the posted notice.
2. Employee 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 vacation time of the donation within the limitation of Subsection 10.11(A)(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 donation period, the department shall verify that each donating employee has accrued vacation 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 Subsection 10.11(A) herein.
  5. The City shall add the donated time to the recipient's sick leave account.

## ARTICLE XI

### 11.0 EMPLOYEE INSURANCE

#### 11.1 Health Insurance.

1. Effective January 1, 2018, the City shall contribute the following to insurance coverage:

Employee Only	\$654.00 per month
Employee + 1	\$1,307.00 per month
Employee + 2 or more	\$1,700.00 per month

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

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

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

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

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

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

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

- D. Any contribution necessary to maintain benefits under any health insurance program

provided by the City for its employees and their eligible dependents in excess of the amount of the City contribution to the Cafeteria Benefit Plan specified above shall be borne entirely by the employee.

E. Cafeteria Benefit Plan. Effective January 1, 2020, the City provides a Cafeteria Benefit Plan adopted in accordance with the provisions of Internal Revenue Code § 125 for employees covered by this MOU.

1. Employees will be eligible to receive through the Cafeteria Benefit Plan, the cash difference (subject to taxation as wages) if the monthly City allowance exceeds the monthly cost of the Medical and Dental monthly plan premium cost.
2. For each such employee who is covered under a spouse's non-City sponsored health plan, the City will pay the employee a cash-in-lieu payment (subject to taxation as wages) each month in an amount equal to one hundred percent (100%) of the monthly premium amount for the City's lowest "employee-only" coverage, if said employee waives, in writing, City-paid coverage, said employee shall provide proof of medical insurance coverage in a non-City-sponsored health plan. Said waiver shall include a provision warning such employee that re-entry into any of the City-sponsored plans is allowed only at open enrollment, unless there is a qualifying event, and will require proof of insurability for such employee and/or eligible dependents.

#### 11.2 Dental Insurance.

1. A. The City shall continue to contribute the current maximum amount of \$90 per month per SAMA employee for employee dental insurance premiums. Effective January 1, 2016, the City contribution amount will be increased to a maximum of one hundred ten dollars (\$110) per month per employee.  
  
B. Any contribution necessary to maintain benefits under said dental plans in excess of the amount set forth above shall be borne entirely by the employee.
2. Effective January 1, 2020, the City agrees to contribute towards the Cafeteria Benefit plan the payment of premiums for dental insurance plans provided by the City for employees covered by this MOU and their eligible dependents on the following basis:  
  
A. Effective January 1, 2020, the City shall contribute an allowance towards the employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified dependents in the amount of one hundred twenty dollars (\$120) per month per employee.  
  
B. Effective January 1, 2021, the City shall contribute an allowance towards the

employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified dependents in the amount of one hundred twenty-five dollars (\$125) per month per employee.

- C. Effective January 1, 2022, the City shall contribute an allowance towards the employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified dependents in the amount of one hundred thirty dollars (\$130) per month per employee.
- D. Any contribution necessary to maintain benefits under said dental plans in excess of the amount of the City contribution to the cafeteria plan specified above shall be borne entirely by the employee.
- E. For each such employee who is covered under a spouse's non-City sponsored dental plan, the City will pay the employee a cash-in-lieu payment (subject to taxation as wages) each month in an amount equal to one-hundred percent (100%) of the City's contribution, if the employee waives, in writing, City-paid coverage. Such waiver shall include a provision warning such employee that reentry into any City-sponsored plan is allowed only at open enrollment, unless there is a qualifying event, and may require proof of insurability for such employee and/or eligible dependents.

### 11.3 Long-Term Disability (L.T.D.) Insurance.

- 1. The City shall continue to pay one hundred percent (100%) of the premium cost for a 60-day elimination period long term disability insurance plan for employee covered by this MOU.
- 2. Effective January 1, 2020, for employees covered by this MOU, the City shall continue to pay one hundred percent (100%) of the premium cost for a 60-day elimination period long term disability insurance plan with a maximum benefit of \$10,000 per month for employee only coverage.

### 11.4 Life Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for term life insurance coverage under the policy it maintains on behalf of employees in order to provide employees covered by this MOU with life insurance coverage in an amount equal to two times (2x) employee's annual rate of salary to a maximum of three hundred thousand (\$300,000) provided said employees can provide evidence of

insurability of coverage, if so required by the terms and conditions of said term life insurance policy.

In the event any such employee is determined to be ineligible for said insurance coverage, the City will attempt to provide as much coverage as may be obtained at reasonable cost not to exceed the actual monthly premium amount allotted for said coverage without having to provide evidence of insurability.

- 11.5 The City shall retain the right to change health, dental and life insurance carriers, administer the insurance benefits provided thereunder, and select and/or change any excess or supplemental insurance carriers as a part of any self-insurance plan during the term of this MOU, provided that employees covered by this MOU continue to receive equivalent benefits and provided that the parties have met and conferred before the benefits changes are made.

11.6 Retirement Health Savings (RHS) Plan.

- A. Effective October 1, 2014, employees covered under this MOU began participating in the "Vantage Care" Retirement Health Savings Plan (RHS), as earlier implemented by the City, which designated ICMA-RC as the administrator of the plan. At that time, employees covered under this MOU received a one-time increase of 1.25% in their base pay, which amount was deposited into their individual RHS account each pay period going forward.
- B. Effective upon adoption of this MOU, the City will contribute one percent (1%) of employee's base pay deposited into their individual RHS account each pay period going forward.

- 11.7 Vision Plan. The City shall maintain in effect a vision care plan for employees covered by this MOU. This plan is voluntary on behalf of the employee and shall be fully funded by the participating employee.



## ARTICLE XII

### 12.0 WELLNESS AND FITNESS REIMBURSEMENT PROGRAM

12.1 Effective January 1, 2020, the City agrees to provide to employees represented by this bargaining unit up to a three-hundred dollars (\$300) per fiscal year reimbursement for qualified wellness programs and fitness memberships as defined below:

1. Membership in a health/fitness club.
2. Participation in a weight loss/smoking cessation/wellness/fitness program

Employees must complete a wellness and fitness reimbursement program form and provide proof of enrollment, and receipt of purchase during the current fiscal year in order to receive reimbursement. Forms with required back up documentation will be turned into Human Resources for the Executive Director of Human Resources or his designee's approval. A copy will be kept in Human Resources and the original will be returned to the employee. If approved for reimbursement, the department will complete a Direct Payment Voucher (DPV) along with form and back-up documentation to the Finance Department for processing.

Reimbursement requests will not be processed if the request is turned later than 30 days from the end of the fiscal year in which enrollment and purchase was made.

The city will not reimburse employees for any of the above listed activities for family/dependent health related expenses.

The Wellness-Fitness reimbursement is defined as "wages" in section 61(a)(1) of the Internal Revenue Code and § 1.61-21(a)(3) of the Income Tax Regulations provide that except as otherwise provided in subtitle A, gross income includes compensation for services, including fees, commissions, fringe benefits, and similar items. As such, the reimbursement is considered wages subject to employment taxes under sections 312(a), 3306(b), and 3401(a).

The wellness-fitness reimbursement defined in this section is **not** intended to be defined as compensation earnable under Public Employees Retirement Law (PERL), Government Code (G.C.) section 20636.

## ARTICLE XIII

### 13.0 RETIREMENT

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

13.2 Deferred Retirement. The City will continue to make payment to CalPERS on behalf of each SAMA employee, in an amount necessary to pay one hundred percent (100%) of his or her individual retirement contribution which is currently equal to eight percent (8%) of base salary, effective January 1, 2009. Such payments shall be credited to the individual employee's CalPERS account as Employer Paid Member Contribution (EPMC).

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, and not ordinary income. In the event that the City receives a ruling from the Internal Revenue Service that such payments are ordinary income of the employees instead of deferred compensation, the City's obligation to make such payments shall discontinue and in place thereof the base salary of each said employee shall forthwith be increased by eight percent (8%) after January 1, 2009.

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 Credit for Unused Sick Leave.

A. An employee covered by this MOU with less than ten (10) years of full-time City service, can have up to a maximum of 1600 hours of unused accumulated sick leave at the time of retirement converted to additional service credit at the rate of 0.004 years of service credit for each day of unused sick leave (i.e., 200 days of sick leave equals .80 additional years of service credit). The City must report only those days of unused sick leave that were accrued by the employee during the normal course of employment.

This section applies to members whose effective date of retirement is within 120 days or four (4) months of separation from employment.

- B. Effective upon adoption of this MOU, employees with at least 10 years of full-time City service that retire from the City of Santa Ana within 120 days of separation from employment can convert up to 2000 hours of accrued un-used sick leave towards CalPERS Service Credit. The City must report only those days of unused sick leave that were accrued by the employee during the normal course of employment.

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

- 13.5 2.7% at 55 Service Retirement Benefit for Classic Miscellaneous Members. The City agrees to provide Miscellaneous employees covered by this MOU with the 2.7% at 55 Service Retirement benefit, pursuant to CalPERS regulations. This formula will apply to each year of eligible service credited with the City of Santa Ana.

Employee Contribution for Retirement Benefit. The employee's contribution rate will be 8%. All employee contributions for retirement benefits are paid to the employer cost (i.e., employer contribution) in accordance with Government Code section 20516(f). The parties acknowledge that this provision has been mutually negotiated and incorporated as an essential element of the parties' MOU. In the event that either party wishes to modify this provision in a successor MOU, the parties intend for this provision to remain unchanged until a successor MOU is ratified or impasse procedures have been concluded.

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.

- 13.6 For "New Members" within the meaning of the California Public Employees' Pension Reform Act (PEPRA) of 2013

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

Retirement Formula: Per Government Code Section 7522.20(a), the 2%@ 62 retirement formula for non-sworn.

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 shall pay one half of the normal cost rate, as established by CalPERS.

## ARTICLE XIV

### 14.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM

14.1 SAMA employees shall continue to be eligible to participate in the existing Training and Education Assistance Program provided for all regular, full-time employees of the City; except, however, reimbursement for eligible employees shall be one hundred percent (100%) of tuition and registration costs up to a maximum of three thousand dollars (\$3,000), per fiscal year in accordance with the provisions of the program defined in this section, updated upon adoption of this MOU.

#### 14.2 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.

#### 14.3 Eligibility.

- A. Applications for tuition reimbursement shall be considered only from full-time permanent City employees who have completed their probationary period.
- B. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as G.I. Bill, scholarships, grants, etc.
- C. Applications shall be approved only for courses directly related to the employee's job or directly related to a promotional position in the employee's occupational specialty.
- D. Courses not ostensibly related to the employee's job, but which are required to qualify for a degree that is directly related to his or her job will be reimbursable so long that it meets the requirements in 14.3 E.
- E. Prior to receiving tuition reimbursement, employees must submit documentary proof of

having received a grade of not less than "C" for the course. If objective ratings are not rendered for a specific course, then a certificate of successful completion must be submitted.

- F. Approval shall be limited to courses given by accredited colleges and universities, city colleges or adult education courses under the sponsorship of a Board of Education. Workshops, seminars, conferences and similar activities not identifiable as a formal course of instruction within the curriculum of a recognized educational institution, do not fall within the purview of this program but may be authorized and funded by the interested department without coordination with the Human Resources Department.
- G. When an employee is required by his or her Department Head to attend a particular course or seminar, the expense shall be borne entirely by the department.

#### 14.4 Reimbursement.

- A. Reimbursement shall be based on the cost of tuition, required enrollment/registration fees, miscellaneous fees (health, parking, student union fees, etc.) and all required texts, eBooks and related material for each course. Additional expenses such as meals are not reimbursable.
- B. Costs for required texts are eligible for one hundred percent (100%) reimbursement subject to the following conditions:
  - 1. A duplicate of the required text(s) and eBooks was unavailable for loan from the departmental libraries prior to the commencement of course work; or
  - 2. Any textbook(s) purchased by the City shall be submitted to the employee's respective departmental library in order that such text(s) may be made available to all employees.
- C. Maximum tuition reimbursement is three thousand dollars (\$3,000) per fiscal year, which the employee may claim either as costs are incurred during the year or as one lump sum.

#### 14.5 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete, in duplicate, an Application for Training and Educational Assistance form along with a copy of the course plan and schedule, and submit it to his or her Department Head prior to the commencement of class(es) or the payment of fees

for registration/tuition.

- B. The Department Head shall recommend approval or disapproval based on established criteria and budgetary constraints, and then shall forward the application to the Executive Director of Human Resources.
- C. The Executive Director of Human Resources or his or her designee shall approve or disapprove the application for the City Manager. One copy shall be returned to the employee and the duplicate shall be retained by the Human Resources Department. It is advisable that the applicant accomplish the procedure so far described in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy prior to the inception of the course or disbursement of personal funds.
- D. The employee shall submit his or her copy of the approved application to the Human Resources Department within three (3) months after he or she has completed the course and received his or her final grade. Such employee must include official verification of his or her final grade with appropriate receipts for tuition and textbook costs. Applications not submitted to the Human Resources Department within three (3) months following completion of the course become void.
- E. Upon receipt of the application and required documentation, the Human Resources Department shall determine whether the completed course of instruction is compatible with the provisions of this Article and shall compute the amount of reimbursement, authenticate the application and forward it to the employee's Department Head.
- F. The Department Head shall then authorize the Finance & Management Services Department to reimburse the employee the approved amount out of the budget of the department concerned.

## ARTICLE XV

### 15.0 ELECTRONIC DEVICE STIPEND

15.1 Electronic Device Stipend All full-time SAMA employees covered under this MOU, whose supervisor determines are required to have a cellphone or tablet will be given the option to choose one of the following:

- A. Be provided a City paid phone or tablet, or
- B. First month following adoption of this MOU, be compensated \$100.00 monthly to cover costs related to the use of personal electronic devices (phone and/or tablet) for City business.

Employees who use their own devices will comply with the City's policy.



## ARTICLE XVI

### 16.0 STRIKES AND WORK STOPPAGES

#### 16.1 Prohibited Conduct.

- A. SAMA, its officers, agents, representatives, and members agree that during the term of this MOU, they will not cause or condone any unlawful strike, walkout, slowdown, sickout, or any other unlawful job action by withholding or refusing to work.
- B. According to City Charter Section 1014 (Work Stoppages), any employee who participates in any conduct prohibited in Subsection A above shall be subject to suspension, demotion or dismissal by the Appointing Authority.

#### 16.2 SAMA Responsibility. Whenever SAMA, its officers, agents, representatives, or members engage in any of the conduct prohibited in Subsection 16.1(A) above of this Article, SAMA will immediately instruct any persons engaging in such conduct that their conduct is violating this MOU and unlawful, and they must immediately cease engaging in the conduct prohibited in said Subsection 16.1(A) above, and return to work.

## ARTICLE XVII

### 17.0 SOLE & ENTIRE MOU

- 17.1 It is understood and agreed that the parties to this MOU are subject to all current and future applicable Federal and California laws, The City of Santa Ana Charter, its Municipal Code, and its City's Employer-Employee Relations Resolution Number 81-075. It is the intent of the parties hereto that the provisions of this MOU will supersede all prior MOUs, memoranda of MOU, memoranda of understanding, or contrary salary, and /or personnel rules and regulations, Municipal Code provisions of the City, oral or written MOUs expressed or implied between the parties. This MOU will govern the entire relationship and will be the sole source of any rights that they may assert hereunder. This MOU is not intended to conflict with Federal or State law or the City Charter.
- 17.2 Notwithstanding the above, there exists within the City personnel rules and regulations and departmental rules and regulations. The City shall continue these rules and regulations to the extent that they do not contravene specific provisions of this MOU. Such rules and regulations may, from time to time, be changed by the City. If these changes affect wages, hours, or other terms and conditions of employment, the City shall meet and confer with SAMA; provided further, the parties shall change no provision of the rules and regulations to contravene specific provisions of this MOU.

## ARTICLE XVIII

### 18.0 SEPARABILITY PROVISION

- 18.1 Should any provisions of this MOU be found to be inoperative, void, or invalid by a court 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 XIX

### 19.0 GRIEVANCE REVIEW PROCEDURE

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

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

19.2 Informal Process.

- A. An employee must first attempt to resolve the grievance on an informal basis through discussion with his or her immediate supervisor without undue delay, but in no case, beyond a period of ten (10) calendar days after the occurrence of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance.
- B. Every effort shall be made to find an acceptable solution to the grievance through this informal means at the most immediate level of supervision.
- C. In order that this informal procedure may be responsive, both parties involved shall expedite this process. If, within five (5) working days, a mutually acceptable solution has not been reached 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 immediate supervisor. 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) working days after first discussing the grievance with the employee's immediate supervisor, the grievance shall be barred and waived.

19.3 Formal Process.

- A. If a grievance is not resolved through the informal process, and a written grievance is filed within the time limits set forth above, the grievant's immediate supervisor

shall add his or her comments and any justification he or she considers proper, sign it, and forward it to the Department Head without undue delay or, in no case, more than ten (10) calendar days.

- B. If the grievant files a written grievance with the Department Head in the manner and within the time limits specified, then a conference shall be held at the request of the employee or the Department Head.
- C. The Department Head shall inform the employee of his or her action within ten (10) calendar days after receipt of the request of the settlement. The original of the grievance form and the Department Head's decision shall be filed in the personnel records of the department.
- D. If no satisfactory settlement has been reached at the departmental level, the employee may, within ten (10) calendar days after being informed by the Department Head of his or her decision on the matter, and the reasons thereof, submit the grievance in writing to the City Manager, or his or her duly authorized representative, for determination. Failure of the grievant to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the Department Head's response.
- E. The City Manager or his duly authorized representative, after a careful review, shall render a final decision on the merits of the grievance, in writing, and return it to the grievant within fifteen (15) calendar days after receiving the grievance. A copy of the written grievance to the City Manager, or his or her duly authorized representative, and of the City Manager's or his or her representative's written decision shall be filed in the personnel records of the department and the grievant's personnel jacket maintained in the Human Resources Department.
- F. After the procedures set forth in this Article have been exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said grievance under the law.

## ARTICLE XX

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

- 20.1 During the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain concerning wages, hours, or terms and conditions of employment, whether or not covered by the MOU, or in the negotiations leading thereto, and whether or not such matters were discussed, or were even within the contemplation of the parties during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual MOU, in writing, agree to meet and confer about any matter not covered by this MOU, or to carry out any provision of salary or benefit tied to another bargaining unit during the term of this MOU.

## ARTICLE XXI

### 21.0 EMERGENCY WAIVER PROVISION

- 21.1 In case of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Santa Ana Municipal Code or Resolutions, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergencies. After the City declares the emergency over, this MOU will be reinstated immediately. SAMA shall have the right to meet and confer with the City regarding the impact of the suspension of the provisions in the MOU during the emergency.

## ARTICLE XXII

### 22.0 TERM

- 22.1 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article III, Implementation, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on January 1, 2019. This MOU shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2022.



## ARTICLE XXIII

### 23.0 NON-DISCRIMINATION

- 23.1 The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SAMA and all other rights in the Employer-Employee Relations Resolution (Resolution Number 81-075) and Government Code, Sections 3500 through 3511.
- 23.2 The provisions of this MOU shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE XXIV

24.0 RATIFICATION & EXECUTION

24.1 The City and SAMA have reached an understanding as to certain recommendations to be made to the City Council of the City of Santa Ana and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and SAMA acknowledge that this MOU shall not be in full force and effect until ratified by the membership of SAMA and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and SAMA and entered into 16th day of July 16, 2019.

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

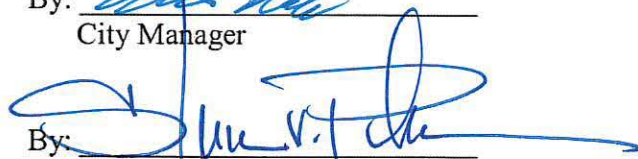
Dated: OCT 24 2019

By:   
Mayor

Dated: 10/23/2019

By:   
City Manager

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

By:   
Executive Director of Human Resources

ATTEST:

APPROVED AS TO FORM:

  
Clerk of the Council 

  
City Attorney

This 2019-2022 MOU has been ratified by the membership of the Santa Ana Management Association.

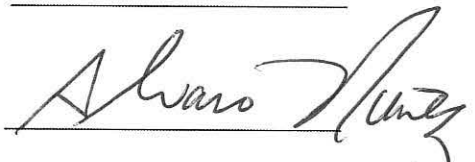
Dated: 10/2/19

SAMA:   
President

  
Chief Negotiator  
Orange County's Employee Association (OCEA)

By: Margaret A. Mercer  
Vice President

\_\_\_\_\_



**EXHIBIT A**

**ADMINISTRATIVE MANAGEMENT JOB TITLES**

**EXHIBIT A**

**ADMINISTRATIVE MANAGEMENT JOB TITLES**

Applications Systems Manager (AM)  
Applications/Tech Support Manager (AM)  
Assistant Public Works Maintenance Manager (AM)  
Budget and Research Manager (AM)  
Budget Supervisor (AM)  
Code Enforcement Principal (AM)  
Correctional Manager (AM)  
Facilities Maintenance Manager (AM)  
Fleet Services Manager (AM)  
Homeless Services Manager (AM)  
Payroll Manager (AM)  
Principal Human Resources Analyst (AM)  
Principal Management Analyst (AM)  
Principal Planner (AM)  
Project Management Officer (AM)  
Public Affairs Information Officer (AM)  
Risk Management Supervisor (AM)  
Secretary to the City Manager (AM)  
Senior Budget Analyst (AM)  
Senior Financial Analyst (AM)  
Senior Human Resources Analyst (AM)  
Senior Management Analyst (AM)  
Supervisor of Inspections (AM)

## EXHIBIT B

### MIDDLE MANAGEMENT JOB TITLES

Accounting Manager (MM)  
Administrative Services Manager (MM)  
Assistant City Attorney (MM)  
Assistant Clerk Of The Council (MM)  
Assistant Dir of Finance and Management Svcs (MM)  
Assistant Director of Community Development (MM)  
Assistant Director of Human Resources (MM)  
Assistant Director of Parks Rec and Cmty Svcs (MM)  
Assistant Director of Planning and Building (MM)  
Assistant to the City Manager (MM)  
Benefits & Compensation Manager (MM)  
Building Safety Manager (MM)  
Chief Assistant City Attorney (MM)  
City Traffic Engineer (MM)  
Code Enforcement Manager (MM)  
Community Development Manager (MM)  
Community Services Manager (MM)  
Corporate Yard Facilities/Fleet Svcs Mgr (MM)  
Council Services Manager (MM)  
Deputy City Attorney (MM)  
Deputy Public Works Director/City Engineer (MM)  
Deputy Public Works Director/Maintenance Services Manager (MM)  
Deputy Public Works Director/Water Resources Manager (MM)  
Economic Development Manager (MM)  
Facilities and Fleet Maintenance Manager (MM)  
Facilities Maintenance Superintendent (MM)  
Housing Division Manager (MM)  
Information Services and Network Manager (MM)  
Library Operations Manager (MM)  
Planning Manager (MM)  
Principal Civil Engineer (MM)  
Risk Manager (MM)  
Senior Assistant City Attorney (MM)  
Strategic Communications Manager (MM)  
Transit Program Manager (MM)  
Transportation Manager (MM)  
Treasury and Customer Services Manager (MM)  
Zoo Manager (MM)

