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JULY 1, 2015 - JUNE 30, 2017

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF SANTA ANA AND

SANTA ANA CITY EMPLOYEES, CHAPTER 1939/SERVICE EMPLOYEES

INTERNATIONAL UNION LOCAL 721, PART TIME NON CIVIL SERVICE

EMPLOYEE REPRESENTATION UNIT

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE CITY OF SANTA ANA AND
 SANTA ANA CITY EMPLOYEES, CHAPTER 1939
 SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721,
 PART TIME EMPLOYEE NON CIVIL SERVICE
 REPRESENTATION UNIT FOR
 THE PERIOD JULY 1, 2015 – JUNE 30, 2017**

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ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Santa Ana (hereinafter called the "City") has recognized Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721, (hereinafter called the "Union") as the exclusive representative of the representation unit which includes part time personnel employed by the City as defined in Section 1.2, immediately hereafter.
- 1.2 To be entitled to the contract rights provided in this Part-Time Employee Representation Unit, employees must be employed in the classifications listed in Exhibit A respectively.
- 1.3 In accordance with Article X, Section 1002 of the City Charter of the City of Santa Ana, all Part Time positions or employments requiring less than twenty (20) regular hours of employment per week are in the "Excepted Service" of the City; that is, they are not covered by the Civil Service System of the City. Nothing in this Agreement shall be deemed to confer any vested rights or rights greater than those provided in the Charter or ordinances of the City to employees in the Part Time representation unit.

ARTICLE II

2.0 NON-DISCRIMINATION

- 2.1 The City and the Union agree that they shall not discriminate against any employee because of race, color, sex, age, sexual orientation, national origin or alienage, political or religious opinions or affiliations, or union membership, and that all jobs are open to males and females. The City and the Union shall reopen any provision of this Agreement for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

- 2.2 Whenever reference is made to the feminine gender, it shall be understood to include the masculine gender, unless expressly stated otherwise.

ARTICLE III

3.0 WORKING CONDITIONS

3.1 Hours of Work. The Department Head, or his or her designee, subject to regulation and control by the City Manager, shall determine the number of hours of work per day and work week which any Part Time employee may be required to work, or whether such Part Time employee shall work at all.

- A. Rest Period. A paid rest period of fifteen (15) minutes duration may be granted during each work period of four (4) or more hours, subject to the operational needs and staffing requirements of the department during that period.
- B. Meal Period. Part Time employees who are scheduled to work and who work a minimum of six (6) hours in a day shall be entitled to a non-paid lunch period of one-half (½) hour. Such non-paid lunch periods shall be scheduled at or about the midpoint of each work shift.

3.2 Maximum Hour Limits. Part Time employees are limited to a maximum of twenty (20) hours of work per week.

- A. Part Time employees who are not members of the California Public Employees Retirement System (CalPERS) are limited to a maximum of nine hundred and ninety-nine (999) hours per fiscal year (July 1 each year through June 30 of the following year).
- B. Part time employees who are members of CalPERS may work a maximum of 1040 hours per fiscal year.

The City will provide timely notification to Part Time employees prior to the attainment of their maximum annual limit of work hours, but failure to provide such notification shall not be the basis for any liability of the City.

3.3 Public Relations. The parties agree that the image of the public employee in the community must be maintained if high levels of employee morale are to be achieved. To this end, the parties agree to mutually pledge their best efforts over the life of this

Agreement to continuously encourage employees to be courteous, helpful and industrious in all their public contacts and when in public view during the full duty period.

3.4 Health and Safety. The parties agree that industrial health and safety are mutual concerns of the City and of the Union. The City and the employees covered by this Agreement agree to comply with all applicable Federal, State, and local laws, and City of Santa Ana regulations, which pertain to health and safety. The Union agrees to encourage employees to work safely and efficiently.

3.5 Sub-Contracting. In the event the City decides to sub-contract the work currently performed by bargaining unit employees it will provide notice to the Union.

ARTICLE IV

4.0 COMPENSATION AND OVERTIME

- 4.1 Wage Rate Schedule. The wage rates for designated class titles to which Part Time employees are assigned are specified on the attached Exhibit A.

Effective July 1, 2015, the base salaries of employees covered by this MOU shall be increased by 2.5%.

Effective July 1, 2016, the base salaries of employees covered by this MOU shall be increased by 2.5%.

- 4.2 Compensation for Hours Worked. An employee's paycheck shall reflect the actual hours worked during that pay period.

A. Adjustment of Time Sheets. The employee must be given an explanation of any changes to his/her time sheet within 24 hours of any change.

B. Pay Day: If an employee's timesheet and/or paycheck payroll record is not processed in the applicable designated pay period and the employee is not at fault for improperly submitting paperwork, the employee may request a special paycheck to be paid within five business days of the regular pay day. The employee must verify that they have submitted the proper paperwork by the department payroll deadline and the Department will have the opportunity to review the claim. Upon confirming the employee is not at fault, the special paycheck will be produced within five business days.

- 4.3 Initial Wage Rate. The initial wage rate for new employees covered by this Agreement shall be the lowest rate assigned to the class title in the aforementioned Part Time Wage Rate Schedule (Exhibits A-1 and A-2, respectively) to which the employee is appointed; provided, however, the Appointing Authority may appoint a new employee at a higher step in the applicable wage rate range assigned to the class title if there has been unusual difficulty in recruiting competent employees at the lowest rate, or the higher initial rate selected is commensurate with the education and experience of the appointee. An employee shall be entitled to advance to the next higher step, if any, in the rate range assigned to his or her class title in accordance with further provisions of this Article.

- 4.4 Advancement within Ranges.

A. Part Time employees shall be entitled to advance from Step A to Step B after completing 1040 hours of work, effective the first day of the pay period next following the date of completion of said number of work hours.

B. Progression to successively higher steps shall be in accordance with the following schedule.

1. Step B to Step C, after completion of 1040 hours of work at Step B;
2. Step C to Step D, after completion of 1040 hours of work at Step C;
3. Step D to Step E, after completion of 1040 hours of work at Step D.

The effective date of an increase to a higher step shall be the first day of the pay period next following the date of completion of the specified number of work hours required for advancement.

4.5 Bilingual Pay. A Part Time employee who is assigned by a Department Head or his or her designee to a position requiring bilingual capability in both English and any other languages designated by the Orange County Registrar of Voters as necessary for official voting information and or Federal Voting Rights Act, shall be paid an hourly assignment pay differential in accordance with the criteria and amounts set forth below:

- A. Certification by the Executive Director of Personnel Services, or his or her designee, as having satisfactorily demonstrated conversational fluency in both languages for any position requiring bilingual capability.
- B. Positions where it has been determined by the Department Head that bilingual proficiency is essential to carry out duties and responsibilities of a critical and/or emergency nature without ready access to backup assistance, or positions where bilingual public contact is a major, essential or integral element of the work being performed, shall be designated as Primary Bilingual Assignments. A qualified incumbent of such position shall be paid a differential of one dollar and one cent (\$1.01) per hour above his or her base hourly rate effective first full pay period after ratification and adoption by City Council.
- C. Positions where it has been determined by a Department Head that regular and frequent bilingual usage is necessary to the performance of duties, but not major, essential, or integral element of the work, shall be designated as a Secondary Bilingual Assignment. A qualified incumbent of such position shall be paid a differential of twenty-three cents (\$.23) per hour above his or her base hourly rate.
- D. The number of such Primary and/or Secondary Bilingual Assignments shall be no larger than the requirements of the department as determined solely by the Department Head and the City Manager.
- E. There shall be periodic recertification of such bilingual capability.

4.6 Deferred Compensation. The City has adopted a qualified retirement plan for all Part

Time, Temporary and Emergency employees not covered by CalPERS to satisfy the requirements of the Omnibus Budget Reconciliation Act of 1990. This plan is a qualified Section 457 Deferred Compensation Plan. The disbursement from the plan shall be consistent with the law and the policies and procedures established by the City.

- A. The City and the Union further agree that all such employees shall be required to contribute 3.75% of their wages into the City-adopted qualified retirement plans, such as Section 457 Deferred Compensation Plan.
 - B. The City agrees to contribute 3.75% of all such employees' wages into the employees' retirement plan.
 - C. If, at any time in the future, the Internal Revenue Service rules that the adopted retirement plan does not meet Federal requirements as a qualified alternative retirement system to Social Security coverage, the City shall discontinue its contributions into said plan for affected employees and shall not assume responsibility for the payment of any back taxes due for Social Security coverage or for payments to any other qualified retirement plan for affected employees except for those payments mandated by law to be paid for by an employer.
 - D. In consideration of the inclusion in CalPERS of all Part Time employees working in excess of 999 hours in any fiscal year, the Union and the City agree that:
 - With respect to Miscellaneous employees covered by this MOU who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA), shall be enrolled in the 2.7% @ 55 benefit formula and shall pay the 8% member contribution. New CalPERS members (as defined under the California Public Employees' Pension Reform Act (PEPRA) of 2013) will be enrolled in the 2% @ 62 benefit formula paying one half of the normal cost rate, as established by CalPERS. For FY 15/16, one half the normal cost rate is 6.75%.
 - E. The City at no time shall be required to pay contributions to two separate retirement systems.
- 4.7 Overtime. Any work in excess of forty (40) hours in a workweek shall entitle the employee to overtime compensation, at a rate equal to one and one-half (1 ½) times the employee's regular hourly rate of pay.
- A. Employees who work overnight trips and remain available for duty for any 24 hour period shall be paid for 16 hours each 24 hour period.
 - B. Any partial day worked shall be paid based on actual hours worked on that day.
- 4.8 Holidays. Employees who are required to work on an official City holiday will be compensated at time and one-half (1.5x) for all hours worked. In those years when an

employee works on July 4th but the City observes the holiday on July 3rd, that employee will be compensated at time and one-half (1.5x) for all hours worked on July 4th. If an employee works both July 3rd and July 4th they will only receive the time and one-half compensation for one of those days.

- 4.9 Report Pay. Any employee who reports to work for a scheduled shift of 2 hours or more, but is dismissed prior to the completion of 2 hours, shall be compensated for a total of 2 hours.
- 4.10 Callback Pay. An employee required to report to work when not scheduled, will receive a minimum 1 hour of pay.
- 4.11 Paid Leave Time. If any of the following events occur during a PTNCS employee normally scheduled work time such employees shall be allowed paid time off for the following purposes: City conducted job examinations/interviews, jury duty and if subpoenaed as a witness in City related litigation.
- 4.12 Paid Sick Leave. Employees will accrue paid sick leave time in accordance with California's Healthy Workplaces/Healthy Families Act of 2014 (AB 1522) also known as California's Paid Sick Leave Law. The accrued paid sick leave time can be used for purposes as defined in the law for illness or other qualified reasons. Additionally, 50% of the total leave time available for use in a calendar year may be used for personal necessity. The Department may request medical verification if the employee uses sick leave for more than 3 consecutive work days. Each employee can begin using accrued paid sick leave time beginning after the 90th day of employment according to the following usage schedule:

0-4 Years of Service	24 hours (12 hours may be used for Personal Necessity)
5-9 Years of Service	40 hours (20 hours may be used for Personal Necessity)
10+ Years of Service	52 hours (26 hours may be used for Personal Necessity)

The word "service" as used in this section shall be deemed to mean continuous, part time service or an equivalent number of hours where one (1) year of service = 1040 hours.

Any unused accrued sick leave shall carry over to the following year of employment in accordance with the law.

ARTICLE V

5.0 UNION TRUST & INSURANCE

- 5.1 Union Trust Fund. The Union is desirous of establishing a trust fund to reimburse active unit employees for certain benefits. The parties intend that the Union will establish said designated fund to administer certain benefits for active unit employees. The eligibility criteria and benefit levels shall be developed, administered and managed solely by the union.

The Trust Fund shall be established in accordance with federal and state laws and the Union shall defend and indemnify the City for any claims regarding the administration of, or the payment of, benefits arising out the administration of the Trust Fund. The Union may elect to cover the costs of establishing and administering the Trust from the City's allocation.

The City will set aside the sum of \$200,000 on an annual basis to the fund administered by the Union. Annual payments will be made by February 1st^{of} each fiscal year.

- 5.2 Insurance Benefits. PTNCS workers may voluntarily participate in the insurance programs offered by the Union's Benefit Trust through payroll deduction.

ARTICLE IV

6.0 CITY PAID TRAINING/INSTRUCTION

- 6.1 The City will provide the necessary training and orientation so that new employees are advised of City-wide policies and procedures and those relating to their assigned work unit.

If a Part Time employee is required by his or her Department Head to attend a workshop, seminar, conference or similar training/educational activity, the expense, if any, shall be borne entirely by the department, including the employee's wages.

ARTICLE VII

7.0 UNIFORM MAINTENANCE, SAFETY SHOES & TOOLS

- 7.1 Uniform Maintenance. All Part Time employees who are required by the City to wear a uniform while on duty shall be provided a sufficient number of clean uniforms per fiscal year at no cost to the employee. Employees may request additional uniforms based on operational need or to replace worn uniforms with uniforms that are in good condition. The Department shall make a reasonable effort to accommodate all such requests. The City shall provide weather gear (hat, rain gear, rain boots, and a plastic water bottle) for field personnel.
- 7.2 Safety Shoes.
- A. The City agrees to pay up to two hundred dollars (\$200) per fiscal year per affected employee, for the purchase and/or repair of approved safety shoes/boots. The option of purchase and/or repair shall be at the sole discretion of the employee.
 - B. All safety shoes/boots purchased under this program must meet the requirements under the American Society for Testing and Materials (ASTM) F 2412-05 and F 2413-05.
 - C. If a particular class of employment is designated as requiring its incumbents to wear safety shoes, then it will be mandatory for all incumbents of that class to wear the type of safety shoe (boot or low-quarter) deemed to be appropriate by the Department Head (some exemptions may be allowed, on a case-by-case basis, depending on the type and amount of exposure to hazard in particular positions and subject to the approval or disapproval of the City's Safety Officer).
 - D. The procedure necessary to be followed for the implementation and operation of this program shall be in accordance with the existing policies and procedures as previously established by the City.
- 7.3 Tool Reimbursement Policy. Unit employees with at least one year of service, who are assigned to fleet and are required to use their own tools, will receive a tool reimbursement up to \$500 per fiscal year.

ARTICLE VIII

8.0 MISCELLANEOUS PROVISIONS

8.1 During the term of this Agreement:

- A. It is understood and agreed that the parties to this MOU are subject to all current and future applicable Federal and California laws, the City of Santa Ana Charter and Municipal Code, as well as the City's Employer-Employee Relations Resolution (Council Resolution No. 81-75).

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel rules and regulations or administrative codes, provisions of the City, oral or written, express or implied between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder during the term of this Agreement. This Agreement is not intended to conflict with Federal or State law or the City Charter.

The City will provide employees covered by this Agreement a copy of this Agreement and its attachments, including a section containing the Employer-Employee Relations Resolution of the City of Santa Ana.

- B. Notwithstanding the foregoing, personnel rules and regulations and departmental rules and regulations exist within the City. These rules and regulations shall be continued to the extent they do not contravene specific provisions of this Agreement. Such rules and regulations may, from time to time, be changed by the City. If these changes affect wages, hours, and/or other terms and conditions of employment, the City shall meet and confer with the Union; provided, further, however, no provision of the rules and regulations shall be changed to contravene specific provisions of this Agreement.
- C. If any part time employee with less than five years of service (5200 hours) is terminated from employment with the City, he or she may request a review of the action with the Department head or designee prior to the effective date of the action. Said meeting shall be held prior to the effective date of the action.

If any part time employee with at least five (5) years of service (5200 hours) is scheduled to be terminated from employment with the City, he or she may request a review of the action with the Department Head or designee and said meeting will take place prior to the effective date of the termination. Employees may request further review of the action and the Department Head's response from the City Manager or his/her designee prior to the termination date.

D. Union Release Time for Union Officials, Board Members, and Employee Representatives.

- 1) The City's Executive Director of Personnel Services shall be provided with a list of names and classification titles of the part-time employees serving as the Union's Board members, Officers, and Employee Representatives. Such Board members, Officers, and Employee Representatives shall be considered work site representatives.
- 2) During the term of this Agreement, the City agrees to grant up to a total of fifty (50) hours per fiscal year on a non-cumulative basis to this bargaining unit to allow its work site representatives, without loss of pay, to perform the responsibilities of their positions as follows: the investigation and processing of grievances, including representation at all levels of the grievance procedure; meetings with Department Heads involving the termination of part-time employees, as referenced in Article VII, Section 7.1C; joint labor-management meetings; meet and confer sessions; and contract negotiations.
- 3) Such part-time work site representatives shall make advance arrangements with their supervisors prior to absenting themselves for such purposes and shall be required by the City to record and report to their supervisors on the work time spent in assisting other employees or on Union business, as defined in #2 above. Such time shall be recorded as "union representative time."
- 4) Officers, worksite leaders/stewards and/or paid Union representatives shall be permitted to visit break and lunch areas designated by the City, before or after work or during designated lunch periods for the purpose of discussing Union business, provided that arrangements are made in advance with the manager responsible for the worksite.

E. Executive Board Member's Union Release Time.

- 1) The City's Executive Director of Personnel Services shall be provided with the name and classification title of the part-time employee serving as the Union's Executive Board Member.
- 2) One (1) designated SEIU Local 721 Executive Board Member shall be allowed up to 20 hours per year without loss of pay and benefits to perform the responsibilities of his/her position.
- 3) The Union shall reimburse the City for 100% of the salary, including any premium payments and benefit costs for Union Release Time.
- 4) The Union agrees to pay for Union Release Time within thirty (30) days of receiving the bill from the City.

- 5) Such Executive Board Member shall make advance arrangements with his or her supervisor prior to absencing him or herself for such purpose and shall be required by the City to record and report to his or her supervisor on the work time spent in Union Release Time. Such time shall be recorded as “union release time.”
- F. Electronic Time keeping. The City agrees to meet and confer when and if it desires to implement an electronic time keeping.
- G. Promotional Opportunities. The City shall give part-time employees the opportunity to apply for full-time “open,” “open and promotional,” and “restricted” positions.
- H. Expense Reimbursement. The City shall reimburse part employees for any pre-approved work-related expenses.

ARTICLE IX

9.0 GRIEVANCE REVIEW PROCEDURE

- 9.1 Nothing in this grievance procedure shall be deemed to confer any vested rights or rights greater than those provided in the Charter or ordinances of the City of Santa Ana to employees in this representation unit.
- 9.2 Definition of a Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees or the Union concerning the interpretation or application of specific provisions of this Agreement, and/or the City's personnel and/or departmental rules applicable to Unit employees.

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

9.3 Informal Process – First Step.

- A. An employee and/or his or her designated representative must first attempt to resolve the grievance on an informal basis through discussion with his or her immediate supervisor without undue delay, but in no case, beyond a period of fifteen (15) 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 fifteen (15) calendar days, a mutually acceptable solution has not been reached at the informal level, the employee and/or the employee's designated representative shall then set forth the grievance in writing, indicate the nature of the action desired, sign it, and submit it in duplicate to the employee's Department Head. At this point, the grievance review process becomes formal. Should the grievant fail to file a written grievance, and in the manner specified above within fifteen (15) calendar days after first discussing the grievance with the employee's immediate supervisor, the grievance shall be barred and waived.
- D. Any resolution of the grievance at the informal stage by any person other than a mid-level manager or above shall not become precedence or be used to establish past practice regarding implementation, interpretation, or application of this Agreement.

9.4 Formal Process.

- A. Second Step. The Department head, or his or her designated representative, shall meet with the employee and/or the employee's designated representative within fifteen (15) working days after the grievance has been submitted to the Department Head. The Department Head, or his or her designated representative, shall review the grievance and may affirm, reverse or modify the disposition made at the First Step and shall deliver his or her answer to the employee and/or the employee's designated representative within ten (10) calendar days after said meeting.
- B. Third Step. If the grievance is not satisfactorily resolved at the Second Step, the employee and/or the employee's representative may submit the grievance in writing to the City Manager, or his or her designated representative, within thirty (30) days of being informed of the disposition made at the Second Step. Failure of the grievant and/or his or her designated representative to take this action shall constitute a waiver and bar to the grievance, and the grievance shall be considered settled on the basis of the disposition made at the Second Step.

The City Manager, or his or her designated representative, shall meet with the employee and/or the employee's designated representative, within fifteen (15) calendar days after submission of the grievance. The City Manager, or his or her designated representative, after careful review, may affirm, reverse or modify the disposition made at the Second Step and his or her decision, which shall be final and binding, shall be delivered, in writing, to the employee and/or the employee's designated representative within fifteen (15) calendar days after said meeting.

A copy of the written grievance to the City Manager, or his or her duly authorized representative, and of the City Manager's or his or her representative's written decision shall be filed in the personnel records of the department and the grievant's personnel jacket maintained in the City Personnel Services Department.

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

ARTICLE X

10.0 AGENCY SHOP, DUES DEDUCTION & INDEMNIFICATION

10.1 Agency Shop.

- A. All employees covered by this MOU, as defined in Article I, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be one dollar (\$1) per month less than Union dues if legally authorized.
- B. When an employee is hired and meets the qualifying threshold as defined in Article I, the Personnel Services Department shall provide him or her with an authorization form for the deduction of Union dues. Said employees shall have thirty (30) calendar days following the qualifying date to fully execute the Authorization Form of his or her choice and to return said form to the Agency/Department payroll section. The City shall initiate payroll deduction of Union dues, service fees, or charitable contributions beginning the first pay period of employment.
- C. Any employee of the City subject to this MOU who wishes to execute a written declaration claiming a religious exemption from paying Union dues, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the Public Employer Relations

Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable payment. Declarations or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen (15) calendar days of receipt by the City.

The Union shall have fifteen (15) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his or her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this section, "charitable deduction" means a contribution to one of three non-profit organizations, with the United Way being one of them.

The Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721, shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds, Union Dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

ARTICLE XI

11.0 CITY RIGHTS

- 11.1 The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:
- A. To manage the City generally and to determine the issues of policy.
 - B. To determine the existence or nonexistence of facts which are the basis of the Management decision.
 - C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
 - D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
 - E. To determine methods of financing.
 - F. To determine types of equipment and/or technology to be used.
 - G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
 - H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City.
 - I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
 - J. To relieve employees from duties for lack of work or similar non- disciplinary reason, subject to the provisions of the City Charter, Municipal Code, Federal and State law and this Agreement.
 - K. To establish and modify productivity and performance programs and standards.
 - L. To discharge, suspend, demote, or otherwise discipline employees for proper

cause in accordance with the provisions set forth in the City Charter and Santa Ana Municipal Code.

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

11.2 Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Union regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Agreement.

ARTICLE XII

12.0 WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

- 12.1 During the term of this Agreement, the parties mutually agree that they shall not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by the Agreement or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Agreement. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement in writing, agree to meet and confer about any matter during the term of this Agreement.

ARTICLE XIII

13.0 EMERGENCY WAIVER PROVISION

- 13.1 In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement and/or personnel and/or departmental rules applicable to unit employees, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Agreement shall be reinstated immediately. The Union shall have the right to meet and confer with the City regarding the impact on employees of the suspension of the provisions in the Agreement during the course of the emergency.

ARTICLE XIV

14.0 SEPARABILITY PROVISION

- 14.1 Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, 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 XV

15.0 TERM OF AGREEMENT

15.1 This MOU will expire on June 30, 2017.

ARTICLE XVI

16.0 RATIFICATION & EXECUTION

16.1 The City and the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Santa Ana and have agreed that the parties hereto shall jointly urge said Council to adopt this Agreement which provides for the wages, hours and other terms and conditions of employment for employees represented by the Part Time Employees Representation unit. The City and the Union acknowledge that this Agreement shall not be in full force and effect until ratified by the membership of the Union and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Union and entered in to this 4th day of June 2016.

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

Dated: JUN 07 2016

By: [Signature]
MAYOR

Dated: JUN 08 2016

By: [Signature]
CITY MANAGER

Dated: 5/25/11

By: [Signature]
EXECUTIVE DIRECTOR OF PERSONNEL SERVICES

ATTEST:

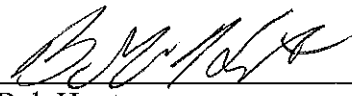
APPROVED AS TO FORM:

[Signature]
MARIA D. HUIZAR
CLERK OF THE COUNCIL

SONIA R. CARVALHO
CITY ATTORNEY
[Signature]
Laura A. Rossini
Senior Assistant
City Attorney


This Agreement has been ratified by the membership of the Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721, Part Time Employees Representation Unit.

Dated: 3/18/16




Bob Hunt
SEIU Legal Counsel

Dated: 5-5-16



Michael Lopez
SEIU President

Dated: 5-15-16



Sidney Straut, Board Member

**SEIU PART-TIME HOURLY WAGE RATE SCHEDULE
EFFECTIVE JULY 1, 2015
EXHIBIT A**

<u>JOB TITLE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
ACCOUNT CLERK I	19.02	19.95	20.95	22.00	23.09
ACCOUNT CLERK II	21.04	22.09	23.22	24.35	25.57
ACCOUNTANT	32.32	33.94	35.63	37.42	39.29
ADMINISTRATIVE AIDE	24.12	25.33	26.59	27.92	29.32
ANIMAL KEEPER I	11.85	12.45	13.06	13.72	14.39
ANIMAL KEEPER II	13.75	14.41	15.15	15.90	16.69
ASSISTANT SPECIAL EMPLOYMENT COUNSELOR	12.55	13.16	13.83	14.53	15.24
ASSOCIATE SPECIAL EMPLOYMENT COUNSELOR	14.12	14.82	15.57	16.35	17.16
BUILDING MAINTENANCE ASST.	20.73	21.76	22.85	24.02	25.18
CASHIER	11.62	12.21	12.82	13.49	14.15
CLERICAL AIDE	13.60	14.28	15.02	15.79	16.54
CLERK TYPIST I	14.95	15.70	16.49	17.32	18.17
CLERK TYPIST II	17.57	18.44	19.37	20.34	21.33
COMBINATION INSPECTOR	29.46	30.92	32.49	34.10	35.82
COMMUNITY CENTER AIDE	17.96	18.86	19.80	20.80	21.84
COMPUTER TECHNICIAN	19.17	20.13	21.14	22.20	23.33
CUSTOMER SERVICE CLERK	19.76	20.73	21.77	22.86	24.02
DATA ENTRY CLERK	16.38	17.21	18.10	18.99	19.94
EQUIP. SVC. ATTENDANT	18.44	19.34	20.34	21.32	22.41
GRAPHICS AIDE	13.44	14.12	14.82	15.57	16.35
HOUSING AUTHORITY ASST.	21.22	22.27	23.40	24.58	25.81
INFORMATION DESK CLERK	15.41	16.17	16.99	17.85	18.72
JANITOR	15.11	15.86	16.65	17.48	18.38
LIBRARIAN (PART-TIME)	21.98	23.07	24.23	25.45	26.72
LIBRARY ASSISTANT	18.50	19.42	20.39	21.42	22.51
LIBRARY CLERK I	15.41	16.17	16.99	17.85	18.72
LIBRARY CLERK II	17.07	17.92	18.80	19.76	20.73
LOSS CONTROL OFFICE ASST.	19.08	20.04	21.02	22.08	23.19
MAINTENANCE ATTENDANT	10.32	10.84	11.38	11.97	12.59
MEDIA RELATIONS SPECIALIST	19.08	20.04	21.02	22.08	23.19
MOBILE LIBRARY CLERK	18.78	19.76	20.71	21.76	22.85
MUNICIPAL UTILITY READER/COLL.	18.90	19.84	20.82	21.87	22.97
PAGE	10.25	10.77	11.30	11.86	12.44
PAINTER	17.91	18.78	19.75	20.71	21.76
PARK MAINTENANCE ASST.	16.01	16.82	17.67	18.56	19.49
PARK RANGER (PART TIME)	26.58	27.91	29.30	30.78	32.33
PARK SECURITY GUARD	19.17	20.13	21.14	22.20	23.33
PARKING METER MAINTENANCE AIDE	17.39	18.26	19.19	20.14	21.15
PERMIT PARKING AIDE	20.39	21.41	22.51	23.61	24.79
PLANNING TECHNICIAN	24.23	25.43	26.71	28.05	29.46
POLICE RECORDS CLERK I	16.46	17.29	18.15	19.07	20.02
POLICE RECORDS CLERK II	17.91	18.78	19.76	20.71	21.76
POLICE SUPPLY CLERK	17.96	18.86	19.80	20.80	21.84
PROGRAM COORDINATOR	15.56	16.33	17.14	18.00	18.94
PROGRAM LEADER I	10.25	10.77	11.30	11.86	12.44
PROGRAM LEADER II	10.74	11.28	11.84	12.44	13.04
PUBLIC WORKS RECORDS ASSISTANT	22.71	23.86	25.06	26.31	27.62
PURCHASING AGENT	30.05	31.54	33.12	34.78	36.51
PURCHASING CLERK	18.95	19.89	20.91	21.94	23.02

RECREATION FACILITY ATTENDANT	16.01	16.82	17.67	18.56	19.49
RIGHT OF WAY TECHNICIAN	15.24	16.01	16.84	17.66	18.52
SENIOR ADMINISTRATIVE AIDE	26.55	27.86	29.26	30.72	32.27
SENIOR CLERICAL AIDE	15.41	16.17	16.99	17.85	18.72
SENIOR PROGRAM LEADER	12.72	13.31	14.01	14.70	15.43
SPECIAL EVENTS LEADER I	12.39	13.01	13.65	14.34	15.06
SPECIAL EVENTS LEADER II	15.11	15.86	16.65	17.48	18.38
SR. LIBRARY ASSISTANT	19.64	20.61	21.63	22.73	23.86
SR. MAINTENANCE AIDE I	11.79	12.36	12.98	13.62	14.30
SR. MAINTENANCE AIDE II	13.36	14.05	14.75	15.46	16.26
SR. MAINTENANCE WORKER	16.76	17.59	18.48	19.38	20.36
SR. SPECIAL EMP. COUNSELOR	15.24	16.01	16.84	17.66	18.52
SR. TUTOR	14.88	15.64	16.40	17.22	18.11
STORES AIDE	17.59	18.48	19.38	20.36	21.36
STRUCTURAL PLAN EXAMINER I	32.33	33.95	35.64	37.43	39.29
STRUCTURAL PLAN EXAMINER II	34.61	36.36	38.15	40.06	42.06
SUPERVISING PARK RANGER (PART TIME)	30.02	31.54	33.12	34.78	36.51
TUTOR	12.55	13.16	13.83	14.53	15.24
WATER CONSERVATION REPRESENTATIVE	15.56	16.33	17.14	18.00	18.94