

INSURANCE NOT REQUIRED
WORK MAY PROCEED
CLERK OF COUNCIL

DATE

JULY 1, 2019 - JUNE 30, 2022

MEMORANDUM
OF
UNDERSTANDING

CITY OF SANTA ANA

AND

PART-TIME CIVIL SERVICE EMPLOYEES UNIT
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

MAY 12 2020

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE CITY OF SANTA ANA AND
 THE PART-TIME CIVIL SERVICE EMPLOYEES UNIT
 SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721
 JULY 1, 2019 – JUNE 30, 2022**

Table of Contents

Article I 8
 1.0 RECOGNITION 8

Article II 9
 2.0 NON-DISCRIMINATION CLAUSE..... 9

Article III 10
 3.0 ATTENDANCE AND HOUR LIMITS 10
 3.1 Attendance 10
 3.2 Hour Limits..... 10
 3.3 Hourly Conversion 10

Article IV 11
 4.0 SALARIES 11
 4.1 Basic Compensation Plan 11
 4.2 Salary Schedule 11
 4.3 Salaries..... 12
 4.4 Application of Basic Compensation Plan 12
 4.5 Probation..... 12
 4.6 Beginning Rates..... 13
 4.7 Service 13
 4.8 Advancement within Ranges 14
 4.9 Reduction in Salary Steps..... 15
 4.10 Promotion 15
 4.11 Demotion 15

4.12	Reallocation of Salary Rate Ranges	16
4.13	Request for Classification Review	16
Article V	.....	18
5.0	ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES.....	18
5.1	Assignment Pay Differential	18
5.2	Lead Pay	18
5.3	Bilingual Pay	18
5.4	Shift Differential.....	19
5.5	Standby Pay	20
5.6	Call Back Duty	21
5.7	Temporary Upgrade Assignment Pay.....	21
5.8	Authority for Assignments	23
5.9	Career Development Incentives.....	23
5.10	Jury Duty or Witness Leave	24
Article VI	.....	25
6.0	OVERTIME.....	25
6.1	General Policy for Overtime Work	25
6.2	Definition.....	25
6.3	Computation of Forty (40) Hour Workweek.....	25
6.4	Compensation for Overtime	26
6.5	Compensatory Time	26
6.6	No Effect on Other Benefits	27
6.7	Overtime Work to be Minimized.....	27
Article VII	.....	28
7.0	HOLIDAYS	28
7.1	City Holidays	28
7.2	Requirements.....	29

7.3	Use of Holiday Time	29
7.4	Maximum Accumulation of Holiday.....	29
7.5	Winter Holiday Closure.....	29
 Article XIII		34
8.0	VACATION.....	34
8.1	Purpose	34
8.2	Accrual.....	34
8.3	Use of Vacation	35
8.4	Computation of Vacation.....	35
8.5	Vacation Cash-Out	36
8.6	Maximum Accumulation.....	37
 Article IX		38
9.0	OTHER LEAVES OF ABSENCE.....	38
9.1	Sick Leave	38
9.2	Bereavement Leave	41
9.3	Military Leave	42
9.4	Examination Leave.....	42
9.5	Unauthorized Absence.....	43
9.6	Authorized Absence Without Pay — Short Term.....	43
9.7	Authorized Absence Without Pay — Long Term	43
9.8	Industrial Leave.....	43
9.9	Pregnancy Disability Leave.....	43
9.10	Catastrophic Leave	44
 Article X		47
10.0	EMPLOYEE INSURANCE BENEFITS.....	47
10.1	Medical Health Insurance.....	47
10.2	Dental Insurance	48

10.3 Long-Term Disability Insurance	48
10.4 Life Insurance	48
10.5 Benefits Advisory Committee	48
10.6 Retirement Health Savings (RHS) Plan.....	48
10.7 Vision Insurance.....	49
Article XI	50
11.0 RETIREMENT	50
11.1 CalPERS Retirement Plans.....	50
11.2 Contributions	50
11.3 CalPERS Benefit Options.....	51
Article XII	53
12.0 TOOLS.....	53
12.1 Personal Tools	53
12.2 Tool Allowance	53
12.3 Lost or Stolen Tools	53
Article XIII	54
13.0 UNIFORMS.....	54
13.1 Uniforms.....	54
Article XIV	55
14.0 SAFETY	55
14.1 Central Safety Committee	55
14.2 Safety Shoes	55
Article XV	56
15.0 GRIEVANCE PROCEDURE.....	56
15.1 Definition of a Grievance	56

15.2	Informal Process — First Step.....	56
15.3	Formal Process	57
15.4	Reservation of Rights	57
Article XVI	.....	58
16.0	UNION RIGHTS	58
16.1	Union Representatives	58
16.2	Release Time	58
16.3	Worksite Access	60
16.4	Use of Bulletin Boards	61
16.5	Use of City Facilities	61
16.6	Payroll Deductions	61
16.7	Reporting Requirements.....	63
16.8	New Employee Orientations.....	63
Article XVII	.....	65
17.0	CITY RIGHTS	65
17.1	Management Rights.....	65
17.2	Meet and Confer on Impact.....	66
Article XVIII	.....	67
18.0	ANTI-STRIKE CLAUSE	67
18.1	Prohibited Conduct.....	67
18.2	Union Responsibility.....	67
Article XIX	.....	68
19.0	LAYOFFS.....	68
19.1	Notice of Layoff	68
19.2	Order of Layoff.....	68
19.3	Reemployment List.....	69

19.4 Temporary Assignment	69
19.5 Contracting Out	69
Article XX	70
20.0 MISCELLANEOUS PROVISIONS.....	70
20.1 Full-Time Eligible Lists.....	70
20.2 Joint Labor Management Teams	70
20.3 Performance Appraisals.....	70
Article XXI	71
21.0 FULL UNDERSTANDING, WAIVER & SEPARABILITY.....	71
21.1 Intent of Agreement.....	71
21.2 Rules and Regulations	71
21.3 Waiver of Bargaining	71
21.4 Emergency Waiver Provision.....	71
21.5 Separability Provision.....	72
Article XXII	73
22.0 TERM OF MOU	73
EXECUTION OF THE NEW AGREEMENT	74
Exhibit A	75

ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the *Meyers-Milias-Brown Act*, Government Code §3500, et seq., the City of Santa Ana (hereinafter called the “City”) has recognized the Service Employees International Union, Local 721 (hereinafter called the “Union” or “SEIU”) as the recognized representative of the bargaining unit which includes part-time civil service personnel employed by the City in classifications listed in Exhibit A of this Memorandum of Understanding (MOU).
- 1.2 During the term of this MOU, no substantive issue of representation shall be raised contrary to this MOU, except as provided in the City’s Employer-Employee Relations Resolution (EERR) No. 81-75.

ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and the Union agree they shall not discriminate against any employee because of political affiliation, union activities, union membership, race, color, sex, age, national origin or alienage, sexual orientation, political or religious opinions or affiliations, religious creed, ancestry, physical disability, medical condition, genetic information, marital status, natural hair and hair styles associated with race, gender, gender identity, gender expression, military or veteran status, and other protected classifications as defined by the California Fair Employment and Housing Act (FEHA).
- 2.2 The City and the Union shall reopen any provision(s) of this MOU for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction, if a modification or change in any provision(s) of this MOU is required to remain in compliance with State or Federal anti-discrimination laws.

ARTICLE III

3.0 ATTENDANCE AND HOUR LIMITS

3.1 Attendance

Employees covered by this MOU shall be in attendance at their work during hours prescribed by the Department Head or his/her designee(s) and shall not absent themselves without approval of the Department Head or his/her designee(s).

3.2 Hour Limits

Persons appointed to a part-time civil service position work an average of twenty (20) to thirty-nine (39) hours per week.

Pay periods for part-time civil service employees run from the eleventh (11th) of the month, through the twenty-fifth (25th) of the same month, and from the twenty-sixth (26th) of the month through the tenth (10th) of the following month.

3.3 Hourly Conversion

Whenever reference is made to a required number of days, months, or years for full-time civil service employees in this MOU, an equivalent number of hours shall be substituted to satisfy an equivalent requirement for part-time civil service employees as defined in Section 3.2 of this MOU.

ARTICLE IV

4.0 SALARIES

4.1 Basic Compensation Plan

There is an established basic compensation plan for all part-time civil service personnel who are now employed or will in the future be employed in any of the designated classifications of employment represented by the Union as listed in this MOU and/or its exhibits.

4.2 Salary Schedule

- A. The basic salary and wage schedule, as periodically updated and published by the City, provides various salary rate ranges, each comprised of six (6) steps or rates of pay.

The respective rate ranges are identified by a three (3) digit number.

The steps within each range are identified by the letters "AA" and "A" through "E" inclusive, with Step "AA" being the lowest step in the range.

Step "AA" is the normal beginning pay rate.

Step "A" is an automatic step increase after the completion of one thousand and forty (1040) hours in the next lower step. It is also an optional hiring rate.

Steps "B" and "C" are an automatic step increase after the completion of two thousand and eighty (2080) hours in the next lower step. They are also an optional hiring rate.

Step "D" is an automatic step increase after the completion of two thousand and eighty (2080) hours in the next lower step. It is the maximum hiring rate.

Step "E" is a performance based step increase which an employee may be eligible to receive after the completion of three thousand, one hundred and twenty (3120) hours in Step "D".

Specific provisions governing advancement within salary rate ranges for part-time civil service employees are set forth in Section 4.8 of this MOU.

- B. During the term of this MOU, it is the City's intent to eliminate the salary matrix and create a salary schedule. The parties acknowledge and agree that elimination of the salary matrix and implementation of the salary schedule is a meet and confer

issue. Once the City is ready to move forward with elimination of the salary matrix and creation of the salary schedule, it will provide its proposal to the Union and the parties agree to promptly meet and confer on the issue. No changes will be made until the negotiations process has been completed. The parties acknowledge that such a change will require modification to language in several provisions of this MOU.

4.3 Salaries

The base salary rate of each employee and classification shall be increased as follows:

- A. Effective in the pay period including July 1, 2019 – A base salary increase of seven (7) salary rate ranges, which is approximately three and one-half percent (3.5%). This salary increase shall be provided to those employees who are currently employed as of the date the MOU is approved by the City Council.
- B. Effective in the pay period including July 1, 2020 – A base salary increase of seven (7) salary rate ranges, which is approximately three and one-half percent (3.5%).
- C. Effective in the pay period including July 1, 2021 – A base salary increase of seven (7) salary rate ranges, which is approximately three and one-half percent (3.5%).

4.4 Application of Basic Compensation Plan

The salary rate ranges contained in Section 4.2 of this article and the City's salary schedule are monthly salary rate ranges; however, all employees working in classifications of employment covered by this MOU shall be compensated at an hourly rate.

The regular rate of pay shall be computed as provided for by the Fair Labor Standards Act (FLSA).

Any hourly rate of pay, defined as the regular hourly rate of pay, shall be computed by dividing the monthly salary rate by one hundred and seventy-three point thirty-three (173.33). In determining the hourly rate as herein provided, computation shall be made to the nearest whole cent and a computation resulting in an even one-half cent (\$.005) shall fix the rate at the next higher whole cent.

4.5 Probation

- A. The probationary period shall be two thousand and eighty (2080) hours, which is the hourly equivalent of one (1) year from the date of appointment from an open eligible list (new hire) or a reappointment eligible list (rehire).
- B. The probationary period shall be one thousand and forty (1040) hours for employees who are promoted within the unit, which is the hourly equivalent of six

(6) months from the date of appointment from a promotional eligible list.

4.6 Beginning Rates

A new employee shall be paid the rate shown as Step "AA" in the salary rate range allocated to the classification of employment for which he/she has been hired.

In special instances where such new employee possesses unique and exceptional educational training and/or experience qualifications, the Department Head, under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on Step "A," "B," "C," or "D" within the allocated salary rate range for the classification in which he/she is being hired. If approved, such new employee shall be assigned to a salary step upon the commencement of his/her service in the classification of employment to which the salary rate range applies and such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this article.

4.7 Service

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

For the purpose of this MOU, an equivalent number of hours shall mean the following:

- Two thousand and eighty (2080) hours for one (1) year.
- One thousand and forty (1040) hours for six (6) months.

Employees hired after the first (1st) work day of the month shall not be credited with "time in service" for that month when determining the length of service required for salary step advancement.

A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation, quit [i.e. less than two (2) weeks' notice], or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purposes of this MOU, and such employee reentering the service of the City shall be considered as a new employee, except when he/she is being or will be reappointed within one (1) year and placed in the same salary step in the appropriate salary rate as he/she was at the time of termination of employment.

“Resignation, quit, or discharge” for purposes of this section shall mean separating from a Part-Time Civil Service City position in an unrelated classification outside the career ladder.

4.8 Advancement within Ranges

A. Length of Service Advancements

After the salary of an employee has been first established, such employee shall be advanced from Step “AA” to Step “A,” from Step “A” to Step “B,” from Step “B” to Step “C,” or from Step “C” to Step “D,” whichever is the next higher step to that on which the employee has been previously paid. Each advancement shall be effective the first (1st) day of the month following the date of completion of the length of service required for the advancement, as provided in Section 4.2 and the salary schedule.

B. Merit Advancement

An employee shall be considered for advancement from Step “D” to Step “E” upon the completion of the required length of service as provided in Section 4.2 and the salary schedule. The effective date of such merit increase, if granted, shall be on the first (1st) day of the month following the completion of such required length of service.

Advancement to Step “E” may be granted only for continued meritorious and efficient service and continued improvement by the employee in the efficient performance of the duties of his/her position. Such merit advancement shall require the following:

1. Human Resources shall keep on file in the office of the Executive Director of Human Resources, a copy of each performance appraisal report required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to his/her last salary advancement.
2. The Department Head, at least twenty (20) calendar days prior to the anticipated completion of such employee’s required length of service, shall file with the City Manager a statement recommending the granting or denial of the merit increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified by the Department Head as to such recommendations and of the reasons therefore.
3. No advancement in salary above Step “D” shall become effective until approved by the City Manager, except when placement on a salary step above

Step "D" results from promotion under the provisions of Section 4.10 of this article.

C. Length of Service Required When Advancement Denied

When an employee has not been approved for advancement to merit Step "E," he/she may be reconsidered for such advancement after the completion of five hundred and twenty (520) hours of additional service and shall be reconsidered for such advancement after the completion of one thousand and forty (1040) hours of additional service. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subparagraph B of this section.

4.9 Reduction in Salary Steps

Subject to the provisions in this section, any employee who is being paid at merit Step "E" may be reduced to Step "D" of the appropriate salary range, upon the recommendation of the Department Head, and the approval of the City Manager.

The procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 4.8 above.

An employee reduced to Step "D" may be considered for re-advancement under the same provisions as contained in Section 4.8C above.

4.10 Promotion

When an employee is promoted to a position in a higher classification from a position in a lower classification in the same occupational career ladder, he/she shall be reassigned to Step "AA" in the appropriate salary rate range for the higher classification; provided, however, that if the base salary step currently being paid such employee is already equal to or higher than said Step "AA," he/she will be placed in the lowest step in the appropriate salary rate range as will grant that employee a minimum increase of one (1) salary step, approximately five percent (5.0%) over his/her current base salary step, inclusive of lead pay, and exclusive of any other assignment or special pay additive or additives such as bilingual pay, shift differential, special skill pay or the like, except when placement at "E" step will not be sufficient to provide a one salary step, approximately five percent (5.0%) increase.

4.11 Demotion

When an employee is demoted to a position in a lower classification, his/ her salary rate shall be fixed in the appropriate salary rate range for the lower classification in accordance with the following provisions:

- A. The salary rate shall be reduced by at least one (1) salary step, which is approximately five percent (5.0%).
- B. The new salary rate must be within the appropriate salary rate range.
- C. The new salary rate shall not be higher than the salary step to which the employee would have been entitled had his/her service time in the higher classification been spent in the lower classification.
- D. If the salary rate recommended by the Department Head is lower than the maximum step permissible under Subsection C above, such recommendation shall be considered a reduction in pay in addition to the demotion and shall be handled in accordance with the provisions for salary reductions in Section 4.9 above.

4.12 Reallocation of Salary Rate Ranges

Any employee who is employed in a classification which is reallocated to a different salary rate range from that previously assigned shall be retained in the same salary step in the new salary rate range as he/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.

4.13 Request for Classification Review

- A. Any employee who, for a continuous period exceeding one (1) year, believes he/she is regularly and consistently performing duties and/or responsibilities not in conformance with their classification concept, or duties and/or responsibilities of another classification, may request a classification review of their position through their supervisor to the Department Head. The employee must submit their request on a form specified by the Executive Director of Human Resources, outlining in writing how they believe their current duties and/or responsibilities differ from their classification concept.
- B. The Department Head will review the employee's submitted request and within sixty (60) calendar days will make one (1) of the following determinations:
 - 1. Will support the employee's request.
 - a. If the Department Head supports the employee's request for a classification review, he/she shall forward the request to the Executive Director of Human Resources along with justification for support of the employee's request.
 - b. The Department Head shall notify the employee that his/her request has been submitted to the Executive Director of Human Resources.

2. Will not support the employee's request.
 - a. If the Department Head does not support the employee's request for a classification review, he/she shall notify the employee of this decision in writing and set forth the basis for the decision.
 - b. If the Department Head does not support the employee's request, but agrees that some of the duties and/or responsibilities being performed by the employee are those of a higher level City classification, he/she can do the following:
 - Return the employee to performance of the duties and/or responsibilities of their proper classification.
 - Eliminate the higher duties and/or responsibilities being performed by the employee, for which the City has agreed are those for which it shall provide higher compensation.
- C. Any employee request for classification review approved by the Department Head shall be forwarded to the Executive Director of Human Resources. The Executive Director of Human Resources shall confirm receipt of the request in writing to the employee. Within sixty (60) calendar days of receipt of the request, the Executive Director of Human Resources shall notify the employee and Department Head of the decision as to whether a study will be conducted. If the Executive Director of Human Resources determines that a study is appropriate, the Executive Director of Human Resources shall so notify the employee and the Department Head in writing and shall provide the employee and Department Head with an approximate start date for the study.
- D. Determinations of the employee's Department Head and the Executive Director of Human Resources are not final. An appeal to the City Manager or his/her representative shall be presented within fifteen (15) working days of the notification of the findings by the Executive Director of Human Resources. The City Manager's decision is final.

This process is not subject to the grievance provisions of this MOU.

- E. All studies and study findings shall require City Manager approval before proceeding.
- F. All recommendations resulting from study findings require the approval of the City Council and shall be implemented in accordance with the City's Civil Service rules.

ARTICLE V

5.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES

5.1 Assignment Pay Differential

Any full-time employee, in an SEIU represented bargaining unit, receiving assignment pay differential (in accordance with Article V of the full-time employees unit MOU) who moves into this bargaining unit during the term of this MOU will continue to receive assignment pay differential if the employee continues performing the job duties for which the assignment pay differential was originally given.

5.2 Lead Pay

An incumbent who is regularly and continuously assigned to lead a functional unit which includes two (2) or more part-time positions in the same, equivalent, or lower classifications as the incumbent may be compensated for said duties upon mutual agreement of the City and SEIU and approval of the Department Head and the Executive Director of Human Resources. This compensation shall be referred to as lead pay and shall be set at a rate ten (10) salary rate ranges, which is approximately five percent (5.0%) above his/her then current base monthly salary step.

5.3 Bilingual Pay

An employee who is assigned by a Department Head or his/her designee to a position requiring bilingual capability in both English and any other language or in sign language, shall be paid a monthly assignment pay differential in accordance with the criteria and amounts set forth below:

A. Certification

Certification by the Executive Director of Human Resources as having satisfactorily demonstrated conversational fluency in both languages for any position requiring bilingual capacity. There shall be periodic recertification of such bilingual capability.

B. Primary Bilingual Assignments

Assigned 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 prorated amount based on one hundred and seventy-five dollars (\$175.00) per one hundred and seventy-three point thirty-three (173.33) hours above his/her current base salary step for each full month of such assignment.

C. Secondary Bilingual Assignments

Assigned positions where it has been determined by a Department Head that regular and frequent bilingual usage is necessary to the performance of duties, but not a major, essential or integral element of the work, shall be designated as Secondary Bilingual Assignments.

A qualified incumbent of such position shall be paid a prorated amount based on forty dollars (\$40.00) per one hundred and seventy-three point thirty-three (173.33) hours above his/her base salary step for each full month of such assignment.

D. Limits on Assignments

The number of bilingual assignments shall be no larger than the requirements of the department, as determined by the Department Head and the City Manager.

5.4 Shift Differential

A. Night Shift Differential

An employee who is continuously and regularly assigned to a schedule of work which requires that he/she actually work a minimum of four and one-half (4.5) hours between the hours of 5:00 P.M. and 7:00 A.M., shall be paid a shift differential for his/her entire work shift at a rate set ten (10) salary rate ranges, which is approximately five percent (5.0%) higher than his/her then current base salary step.

B. Early Morning Street Crew Differential

A Street Maintenance employee who is assigned to traffic painting or downtown cleanup crews who is continuously and regularly assigned to a work schedule which requires that he/she actually work at least fifty percent (50%) of his/her normal daily work shift between the hours of 1:00 A.M. and 7:00 A.M., shall be paid a shift differential for his/her entire work shift at a rate set ten (10) salary rate ranges, which is approximately five percent (5.0%) higher than his/her then current base salary step.

5.5 Standby Pay

A. Standby Defined

An employee who is released from active duty, but is required by his/her department to leave notice where he/she can be reached and be available to return to active duty at any time other than his/her regularly scheduled working hours, shall be said to be on standby duty.

B. Requirements of Standby

Employees in the unit may be required to be on standby for many different reasons. Being on standby means that the employee is required to:

- Be accessible by phone, email or text;
- Promptly return to work after being called, emailed or texted;
- Remain fit for duty and able to respond. Employees are not permitted to drink alcohol while on standby duty.

Employees on standby shall receive a cell phone from the City and will be required to respond to the call or text as quickly as possible. Upon responding to the call or text, the employee will be instructed as to whether he/she is required to return to work and will be informed of the location to which he/she must respond. Response time will generally be the employee's normal commute time to the City and the minimal time necessary for the employee to get ready to return to work.

C. Compensation Rates for Standby

1. Weekly Rate

Each employee shall receive two hundred dollars (\$200.00) per week when assigned to be on standby duty.

2. Daily Rate

Employees who trade days, or partial days, will have that time deducted from their pay on a prorated daily or hourly rate. Employees who cover the day or hours shall be paid at the prorated rate.

All trades must be approved by the Supervisor or Manager.

3. In addition to Standby Pay, if an employee is able to handle the incident by phone or other electronic means without reporting to duty, he/she shall be entitled to overtime pay at the rate of fifteen (15) minutes or actual time spent per incident, whichever is greater, paid at time and one-half (1.5) per incident.

D. Assignment to Standby Duty

Water Production staff shall be required to serve on standby duty.

The City's preference shall be to accomplish the above through volunteers; however, qualified employees may be directed to be on standby duty if the number of volunteers is insufficient.

Additional standby programs may be implemented with the approval of the Department Head and City Manager.

5.6 Call Back Duty

Any employee who is recalled to active duty from off duty, shall be entitled to overtime pay at the rate of one and one-half (1.5) times the base hourly pay rate for time actually worked after reporting to the place of duty, or three (3) hours pay at the base rate of pay, whichever is greater.

5.7 Temporary Upgrade Assignment Pay

In order to provide an equitable method of compensating employees who are temporarily assigned to a vacant, full-time, budgeted, higher-level position the following shall apply:

A. General Guidelines

1. Temporary upgrade (TUG) assignments shall be limited to the temporary filling of vacant, full-time, budgeted positions due to the termination, promotion or authorized long-term absence of the incumbent. A temporarily vacant position need not be a position without an incumbent.
2. Each such assignment may be terminated at any time, but in no event shall such assignment continue beyond one hundred and eighty (180) days or nine hundred and sixty (960) hours each fiscal year, whichever comes first.
3. Prior to recommending to the City Manager that a pay differential for a TUG assignment be granted, the Department Head shall make the following determinations:
 - a. The duties and responsibilities of the position to be filled are of such nature that they cannot remain unassigned pending the return to duty of the absent incumbent or preparation of an eligible list whichever is applicable.
 - b. It is not practical to assign the duties of the vacant position to any other employee(s) in the same or higher classification.

4. The City Manager or his/her designee must give written approval of all TUG assignments involving an increase in pay for the appointee.

B. Eligibility

1. With the exception of those described in Section 5.7B(3) below, regular, part-time civil service employees shall receive TUG assignment pay if the following criteria are met:
 - a. The work assumed encompasses the majority of the typical duties and responsibilities of the vacated position.
 - b. To qualify for TUG assignment pay, employees must serve in an acting capacity in the higher level classification for ten (10) consecutively scheduled working days of six (6) hours each.
 - c. In computing qualifying service rendered, normally granted holidays will be included in computing actual duty days.
 - d. Employees must requalify for a TUG if the employee has not worked in this specific TUG assignment for a period of eighteen (18) consecutive months. The employee shall only be considered to work in a higher classification if such work is duly and specifically authorized by the employee's Department Head.
2. Whenever practicable, the appointing authority shall rotate TUG assignments among all qualified employees.
3. Employees in the following categories shall not be assigned to TUG work unless specifically authorized by the City Manager:
 - a. Non-permanent employees (probationary, part-time, seasonal, etc.).
 - b. Employees performing work above their regular classification in a training capacity.
 - c. Part-time civil service employees.

C. Payment

1. On the eleventh (11th) consecutively scheduled working day an employee has been serving in a TUG assignment, and for each additional consecutively scheduled working day the employee so serves, he/she shall receive the beginning rate (Step "AA") assigned to the higher classification or the lowest rate in that range which is at least ten (10) salary rate ranges, or approximately

five percent (5.0%) higher than the current base salary rate he/she normally receives (inclusive of lead pay and exclusive of any other assignment or special pay additive), whichever is greater, except when placement at Step "E" will not be sufficient to provide the ten (10) salary rate range increase.

If an employee has worked ten (10) consecutive days during the term of this MOU in a higher classification, the employee shall thereafter receive TUG pay for each day the employee is assigned to work in the higher classification during the term of this MOU.

2. Assignment or special pay additives, such as bilingual pay, shift differential, special skill pay, etc., paid to an employee prior to becoming eligible for TUG assignment pay, will not be considered in computing the amount of higher pay to which he/she is entitled in this section above, unless the special circumstances upon which said additive is based are also applicable to the TUG assignment and the employee otherwise meets the criteria established for such pay differential.
3. TUG assignments which entail moving an employee into a classification represented by a bargaining unit other than that which represents his/her permanent classification shall not include any change in fringe benefits for the affected employee.
4. While working in a TUG assignment, an employee will continue to accrue, and have recorded, general, special or normal salary step increases in the employee's permanent position; however, such salary increases will be paid only to maintain the minimum five percent (5.0%) differential above the salary to which an employee is entitled in his/her permanent position.

5.8 Authority for Assignments

All assignments of personnel to positions set forth in Sections 5.1 through 5.5 above shall be made or revoked at the discretion of the Department Head.

5.9 Career Development Incentives

Any full-time employee, in an SEIU represented bargaining unit, receiving career development incentive pay (in accordance with Article V of the full-time employees unit MOU) who moves into this bargaining unit during the term of this MOU will continue to receive career development incentive pay if the employee continues performing the job duties for which the career development incentive pay was originally given.

5.10 Jury Duty or Witness Leave

- A. When an on-duty employee is called to serve as a juror or non-party witness in any court action, he/she shall be allowed to leave for the time actually required for such service, not to exceed six (6) hours per day, without loss of pay.

Each on-duty employee called for such service shall present his/her Department Head the jury summons or subpoena calling him/her to such service and shall pay into the City Treasury the fees collected for such service, excluding any reimbursement for mileage expenses.

- B. If an employee is called to serve on jury duty during a normal day off or on a City holiday, then the jury duty shall be considered the same as having occurred during the employee's regular day off work; therefore, the employee will receive no added compensation.

ARTICLE VI

6.0 OVERTIME

6.1 General Policy for Overtime Work

When it shall be determined to be in the public interest for employees to perform overtime work, or in an emergency situation, the City Manager, the Department Head, or a duly authorized designee, may require an employee to perform overtime work. Employees are required to obtain supervisor authorization before working overtime.

6.2 Definition

- A. Overtime work is defined as authorized or required time worked in excess of forty (40) hours per workweek.
- B. A workweek is a fixed and regularly recurring period of one hundred and sixty-eight (168) consecutive hours, consisting of seven (7) consecutive twenty-four (24) hour periods.
- C. The workweek for each employee is designated by the appointing authority. An employee's work schedule within the workweek shall not be changed for the purpose of avoiding payment of overtime; however, nothing shall abridge management's right to establish and change work schedules and assignments in accordance with Article XX - City Rights.
- D. Work on any regularly scheduled non-work day of which there shall be two (2) per week, if work on any regularly scheduled non-work day is worked at management's direction.

6.3 Computation of Forty (40) Hour Workweek

In computing the forty (40) hour workweek, the following type of work hours in a paid status shall be included in the computation:

- Actual hours worked
- Jury/witness leave
- Bereavement leave

Any combination of the hours in this section, in excess of forty (40) hours per workweek, shall entitle the employee to overtime.

Any paid time off during the workweek for vacation leave, sick leave, holiday leave, compensatory time off, Chapter Chair/President's Leave, Union Business Leave, and all unpaid leave (including furlough days) shall not be counted towards the hours worked in a workweek for the computation of payment for overtime, unless the hours in excess of forty (40) hours in a workweek (including the above listed time) are worked by the employee at the requirement of his/her supervisor or by management.

6.4 Compensation for Overtime

The City's preferred method by which overtime shall be compensated is by monetary payment, at one and one-half (1.5) times the employee's regular rate of pay, subject to the provisions of Section 6.5.

6.5 Compensatory Time

A. Overtime Conversion to Compensatory Time

Should the Department Head determine that the best interests of the City will be served thereby, his/her designee may permit an employee to be compensated for overtime work by earning compensatory time off at the rate of one and one-half (1.5) hours for each overtime hour worked.

B. Maximum Accumulation of Compensatory Time

Employees shall have the option to earn up to a maximum of eighty (80) hours of compensatory time off.

C. Use of Compensatory Time

1. Since compensatory time is earned at one and one-half (1.5) hours for each hour of overtime worked, eighty (80) hours of compensatory time equates to fifty-three point thirty-three (53.33) hours of overtime worked.
2. Such compensatory time off shall be taken at the discretion of the employee, when requested at least seventy-two (72) hours in advance, subject to the operational needs and staffing requirements of the department.
3. If the Department Head or his/her designee subsequently denies the requested compensatory time off, the employee and department will mutually agree on a future date within one (1) year when the employee can use the paid compensatory time off.

If the requested compensatory time off is not used within that one (1) year, such compensatory time may be paid off in cash.

4. Compensatory time off may be taken in increments as small as one-half (0.5) hour.
5. Compensatory time off may not be granted or taken in advance of the overtime work for which the time off compensates. Before compensatory time off may be taken, the overtime worked must have been recorded on official payroll records at or about the time the overtime work was performed. In the absence of such recording, no compensatory time off in excess of compensatory hours already banked will be permitted.

D. Cash-Out of Compensatory Time

Upon an employee's appointment to a position in which overtime may not be earned (FLSA exempt) or upon an employee's separation from employment, he/she shall be paid for all compensatory time accumulated prior to such promotion or separation from service.

6.6 No Effect on Other Benefits

Overtime work shall not apply to the earning of employee benefits (retirement, holidays, vacation accrual, sick leave accrual, and employee insurance benefits), toward the completion of probationary period, or to progression within a salary rate range.

6.7 Overtime Work to be Minimized

To the extent that he/she is reasonably able to do so, the Department Head or his/her designee shall arrange work programs to minimize overtime work. Necessary overtime work shall be apportioned among employees of like classification and assignment.

ARTICLE VII

7.0 HOLIDAYS

7.1 City Holidays

A. City paid holidays observed by the City are as follows:

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

B. Holiday Pay/Credit

Each City holiday shall be paid/credited at the rate of six (6) hours per holiday.

C. Floating Holiday

The floating holiday shall be credited to each employee's holiday bank in January of each year.

D. Each employee shall receive no less than a total of seventy-two (72) hours of paid holidays per calendar year.

7.2 Requirements

A. Employees, including those separating from service, must be in a paid status on their workday both preceding the holiday and after the holiday in order to receive pay or credit for the holidays provided in Section 7.1 above.

B. A newly appointed employee must complete six (6) months of continuous service in order to earn the Floating Holiday listed in Section 7.1 above. Such employees can then use the Floating Holiday as early as the pay period following the completion of six (6) months in a paid status.

7.3 Use of Holiday Time

Holiday time may be taken in increments of one-half (0.5) hour.

7.4 Maximum Accumulation of Holiday

Holiday benefits may not be carried over from one (1) calendar year to the next. If an employee has any holiday leave remaining at the end of the calendar year it will be forfeited at the end of that calendar year.

7.5 Winter Holiday Closure

A. Mandatory Closure

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

Subject to consultation with the Union, the City Manager may exclude other

worksites, departments/agencies, positions, classifications, and/or individuals from the mandatory closure.

B. Dates of Closures

1. 2019

- a. The closure shall run from Tuesday, December 24, 2019 through Wednesday, January 1, 2020.
- b. City Hall shall re-open on Thursday, January 2, 2020 and employees scheduled to work on that day shall return to work.
- c. Employees shall observe the three (3) City paid holidays provided in Section 7.1 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)
- d. The City shall be dark on Friday, December 27, 2019.

2. 2020

- a. The closure shall run from Thursday, December 24, 2020 through Friday, January 1, 2021.
- b. City Hall shall re-open on Monday, January 4, 2021 and employees scheduled to work on that day shall return to work.
- c. Employees shall observe the three (3) City paid holidays provided in Section 7.1 on:
 - Thursday, December 24, 2020 (Last work day before Christmas Day)
 - Friday, December 25, 2020 (Christmas Day)
 - Employees whose regular day off is on Friday, December 25th may receive floating holiday hours for Christmas Day 2020, which may be used to cover an additional regular day required by the closure.
 - Friday, January 1, 2021 (New Year's Day)

- Employees whose regular day off is on Friday, January 1st may receive floating holiday hours for New Year's Day 2021, which may be used to cover an additional regular day required by the 2020 closure.
 - d. The City shall be dark on Friday, December 25, 2020.
- 3. 2021
 - a. The closure shall run from Friday, December 24, 2021 through Friday, December 31, 2021.
 - b. City Hall shall re-open on Monday, January 3, 2022 and employees scheduled to work on that day shall return to work.
 - c. Employees shall observe the three (3) City paid holidays provided in Section 7.1 on:
 - Friday, December 24, 2021 (Last work day before Christmas Day)
 - Employees whose regular day off is on Friday, December 24th may receive floating holiday hours for Christmas Eve 2021, which may be used to cover an additional regular day required by the closure.
 - Monday*, December 27, 2021 (Christmas Day)
 - * Since December 25th falls on a Saturday in 2021 and Friday, December 24, 2021 is already a City observed holiday, the City shall observe the Christmas Day holiday in 2021 on the preceding Monday, December 27, 2021 instead.
 - Friday, December 31, 2021 (New Year's Day)
 - Employees whose regular day off is on Friday December 31st may receive floating holiday hours for New Year's Day 2022, which may be used to cover an additional regular day required by the 2021 closure.
 - d. The City shall be dark on Friday, December 24, 2021.

C. Additional Days Off during a Closure

1. Employees will need to choose from the options in this subsection to cover any additional regularly scheduled work days which are not City observed holidays.

2. Employees may use any of the following accrued leaves they have available to cover any additional day(s) off which may be required by the closure:

- Vacation
- Compensatory Time Off
- Holiday

3. Employees are not permitted to use sick leave for a holiday closure day unless he/she produces a physician's certification for each day reported as sick leave.

This additional certification is not required for employees with approved advance sick leave usage due to FMLA/CFRA/PDL (or any other protected leave).

4. Employees shall have the option of not using paid leave for any, or all, holiday closure day(s) and taking the day(s) off as an absence without pay.

D. Standby Assignments during a Closure

An employee assigned to standby while using leave for the holiday closure shall receive the additional prorated hourly rate per hour, as per Section 5.5(C)(2), for each regularly scheduled work hour (i.e., during those hours of the day which cut across his/her regular work hours) he/she is using paid leave for, but is still assigned to standby.

Such employee shall still adhere to the provisions of Section 7.5C to cover their regular shift while remaining in standby mode and available for callback. However, if an employee is recalled during their regular work hours, the time spent on the recall shall be deducted from the paid leave for that day.

For example:

An employee regularly scheduled to work 6:30 a.m. – 4:00 p.m. on one (1) of the days during the closure uses nine (9) hours of accrued vacation to cover that day. If that employee is recalled from 8:00 a.m. – 10:00 a.m. on that same day, he/she will only have seven (7) hours of vacation deducted from his/her vacation accrual for that day.

E. Callbacks during a Closure

An employee who is recalled to active duty on one of the winter holiday closure days, regardless if recalled during his/her regularly scheduled work hours, or outside of his/her regularly scheduled work hours, or whether he/she has used paid leave during the defined FLSA workweek, shall be paid at the callback rates defined in Section 5.6.

F. Sunset Clause

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.

ARTICLE XIII

8.0 VACATION

8.1 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.

8.2 Accrual

- A. Employees shall accrue vacation on a monthly basis each calendar year, based on completed years of service, as set forth in the following table:

Completed Service (in years)	Annual Accrual (in hours)	Monthly Accrual Rate (in hours)
1 - 3	72	6.0
4 - 5	90	7.5
6	93	7.75
7	96	8.0
8	99	8.25
9	102	8.5
10	105	8.75
11	108	9.0
12	111	9.25
13	114	9.5
14	117	9.75
15	120	10.0
16	126	10.5
17	132	11.0
18	138	11.5
19	144	12.0
20	150	12.5

B. Prorated Accrual in Year One

An employee who has completed less than one (1) year of service during the calendar year shall receive a proportionate fraction in accordance with the amount of service to his/her credit during the year; provided, however, no employee shall be entitled to, or receive payment for, any vacation until he/she has completed six (6) months of continuous service.

C. Effect of Extended Sick Leave on Vacation Accrual

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

D. Impact of Promotion or Transfer on Vacation Accrual

In the event a unit employee accepts another City position outside of this bargaining unit, their length of service in this unit will be used in determining eligibility for vacation accrual.

Length of service in this unit will be calculated at a rate of point seventy-five (0.75) per each year of full-time service.

8.3 Use of Vacation

A. Use of Vacation in First Year

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

B. Rate of Usage

Vacation time off may be taken in increments as small as one-half (0.5) hour, with fractional usage rounded upward to the next higher multiple of one-half (0.5) hour.

C. Time of Usage

The time at which an employee shall take his/her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and particular regard for operational needs.

8.4 Computation of Vacation

A. Holidays during Vacation

In computing vacation, each City observed holiday that occurs during the vacation, and that falls on a day which the employee would have worked had he/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.

B. Sick Leave during Vacation

Should an employee suffer a sickness or injury while on authorized vacation, each full day of such sick leave, when confirmed by a physician's statement and approval of the Department Head, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave as available.

8.5 Vacation Cash-Out

A. Annual Buy Back

1. Through December 31, 2020

Employees shall have the option to receive cash for banked vacation leave, as follows:

- July 1, 2019 through June 30, 2020: Up to thirty-six (36) hours.
- July 1, 2020 through December 31, 2020: Up to eighteen (18) hours.

2. Effective January 1, 2021 and continuing every year thereafter

- a. If an employee wants to cash-out unused vacation leave they accrued during the calendar year, they must make an irrevocable election by December 15th of the prior calendar year (i.e. by December 15, 2020 for a cash-out in calendar year 2021).
- b. The irrevocable election must indicate the amount of vacation hours the employee intends to cash-out during that next calendar year.

The number of hours to be cashed-out can not exceed the total number of hours the employee will accrue during that same calendar year, or a maximum of one hundred (100) hours, whichever is the lesser amount.

- c. Once the election form is submitted to Human Resources, the amount of hours to be cashed-out can not be changed for that calendar year.
- d. Employees may submit a request for cash-out up to two times (2X) per year – for payment in the pay period which includes July 1 and/or December 15.
- e. In the event an employee's vacation leave balance (on either pay period when he/she can elect to cash-out) is less than the amount of hours the employee had previously elected to cash-out (in the prior calendar year), the employee will only receive payment for the amount of accumulated vacation leave remaining at the time of the cash-out in either July or

December.

- f. If an employee makes an irrevocable election to cash-out vacation in the following calendar year and uses vacation leave during that subsequent calendar year, the vacation leave used will first come from vacation leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out. The use of such earned, but unused, vacation leave accumulated from previous calendar years shall not result in a reduction in the amount of vacation hours the employee is eligible to cash-out.

B. Separation from Service

Per Labor Code §227.3, the parties agree that an employee who leaves City employment prior to completing six (6) months of service shall not receive any payment for vacation.

Employees with at least six (6) months of service upon separation from service shall be paid for all accumulated, but unused, vacation leave.

C. Rate of Payment

Payments shall be made based on the employee's base rate at the time of the payment.

8.6 Maximum Accumulation

- A. The maximum vacation an employee may accumulate is what he/she could earn based on his/her completed years of service.
- B. No employee may accumulate, or carry over from one (1) calendar year to the next, more than a total of two (2) years' of earned vacation.

ARTICLE IX

9.0 OTHER LEAVES OF ABSENCE

9.1 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/her position and shall be deemed to include time in quarantine resulting from exposure to a contagious disease.

The City provides paid sick leave to eligible employees upon verbal or written request, within the parameters of the law, for the following purposes:

- Diagnosis, care, or treatment of an existing health condition, or preventative care of an employee or an employee's qualified family member;
- Specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.

B. Accrual

Each employee shall earn six (6) hours of sick leave per month, for a total maximum annual accrual of seventy-two (72) hours per calendar year.

C. Use of Sick Leave

1. Authorization for Use

Use of sick leave shall be authorized as follows:

- a. Sick leave is not a right which an employee may use at his/her discretion, but shall be allowed only in cases of necessity and actual sickness and disability, as authorized in this article.
- b. 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 at the prorated amount based on hours worked will be allowed such employee during the first three (3) consecutive days of the statutory waiting period. 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. If the workers' compensation related illness or injury continues past the initial three (3) consecutive days, the employee will have the three (3) sick days used re-credited back to his/her account. Paid sick leave at the prorated amount will continue until the fourth (4th) day when the City pays the employee workers' compensation benefits for such illness or injury.

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

D. Limit

Sick leave accrual will be capped at four hundred (400) hours.

Sick leave usage shall be charged in minimum increments of a half (0.5) hour. Fractional usage under a half (0.5) hour shall be rounded up to the next higher multiple of a half (0.5) hour.

E. Extended Use

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

F. Extension by Use of Accrued Compensatory Time Off and/or Vacation

After an employee's sick leave has been exhausted, he/she may be granted permission to use any unused accumulated compensatory time off benefits and then any unused accumulated vacation leave.

G. Notification of Use

An employee taking sick leave shall notify his/her immediate supervisor prior to the time he/she is scheduled to report for duty, or as otherwise established by departmental regulations.

When the absence is for more than three (3) consecutive working days, upon return to work the employee must present to his/her Department Head a physician's certificate stating that the employee could not report to work because of such illness or injury, and advising that the employee is sufficiently recovered to safely return to work. Such certificate shall be forwarded to the Executive Director of Human Resources.

Upon written request by a Department Head or designee, a physician's certificate, or other satisfactory written evidence of the need for qualified sick leave usage, may be required after an absence of any duration less than three (3) days. Such written notice shall be approved by the Department head or designee and the stated reason therefore.

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 because of sickness or injury sustained while engaged in employment, other than employment by the City, for monetary gain or other compensation, or due to other reasons resulting from engaging in any business or activity for the purpose of personal monetary gain or other compensation.

I. Personal Necessity Leave

Each employee shall be afforded the opportunity to use up to thirty-six (36) hours of sick leave per calendar year, on a non-cumulative basis, as personal necessity leave.

1. Family Sick Leave

- a. Personal necessity leave may be used to attend to an illness of a family member.
- b. A "family member" means any of the following:
 - A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - A spouse
 - A registered domestic partner
 - A grandparent
 - A grandchild
 - A sibling
- c. A "household member" means":

Any member of the employee's household related by blood or marriage; 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.

2. Personal necessity leave may also be used, as follows:

- To attend to a serious accident to members of the employee's immediate family
- Childbirth
- To cope with imminent danger to the employee's family, home, or other valuable property
- When the existence of external circumstances beyond the employee's control make it impossible for him/her to report for duty
- Attend to medical or dental appointments for members of the employee's household or family member as defined above.

9.2 Bereavement Leave

- A. An employee shall be granted up to three (3) working days, of six (6) hours each, per incident of paid bereavement leave in case of death of a member of the employee's immediate family.

- B. "Immediate family" as used in this section is limited to:
1. Any member of the employee's household related by blood or marriage;
 2. A parent, parent-in-law, stepparent, spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, grandparent-in-law, or grandchild of the employee, regardless of residence;
 3. Subject to the discretion of the Executive Director of Human Resources, 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.
- C. Upon request, an employee may use up to twelve (12) additional hours of leave charged to their Personal Necessity Leave balance when authorized by the Department Head.

9.3 Military Leave

A. Proof of Orders and Reinstatements

An employee shall be granted military leave if he/she furnishes the Executive Director of Human Resources satisfactory proof of his/her order to report for duty. Upon return and upon showing of proof of actual service pursuant to such orders, he/she will be reinstated as provided by law and in Section 143 of the City's Civil Service Rules and Regulations.

B. Temporary Leave

Members of the reserve forces of the United States or the National Guard granted temporary leave when ordered to duty, will be granted leave with pay not to exceed thirty (30) working days in each calendar year after the hourly equivalent of one (1) year of service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

9.4 Examination Leave

Employees participating in examinations conducted during their normal working hours for positions in the competitive service of the City will be granted leave with pay for the time actually required without loss of any accrued paid leave.

9.5 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 service; provided, however, if the employee returns to work and provides an explanation for such absence which his/her Department Head finds satisfactory, the Department Head may restore the employee to his/her position, with the City Manager's approval.

9.6 Authorized Absence Without Pay — Short Term

Absence without pay not to exceed five (5) consecutive work days, may be authorized by the Department Head. Absence without pay up to fifteen (15) calendar days may be authorized by the Department Head with the approval of the City Manager. Such an absence may be authorized only if in the judgment of the Department Head it serves the best interest of the City.

9.7 Authorized Absence Without Pay — Long Term

Upon receipt of a written request from an employee having permanent status and recommendation of approval by the Department Head, the City Manager with recommendation from the Executive Director of Human Resources may grant a leave of absence without pay for up to six (6) months. Additionally, the City Manager with recommendation from the Executive Director of Human Resources may grant an unpaid leave of absence extension of up to one (1) year.

An employee returning to duty with the City from such leave of absence shall inform the Department Head and the Executive Director of Human Resources of his/her intention at least thirty (30) calendar days prior to the expiration of the leave of absence, or a shorter period if less than six (6) months is taken. Upon receipt of such notice, the Department Head will take steps necessary to restore the employee to his/her former position.

9.8 Industrial Leave

Any period of time during which an employee is required to be absent from his/her position by reason of an industrial injury or industrial illness for which he/she is entitled to receive compensation shall not be considered a break in continuous service for the purpose of his/her right to salary adjustments or to the accrual of vacation and seniority.

9.9 Pregnancy Disability Leave

Employees may take an unpaid leave of absence during pregnancy disability consistent with the *Pregnancy Disability Law (PDL)*, *Family Medical Leave Act (FMLA)* and/or

California Family Rights Act (CFRA). A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery there from. 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 with recommendation from the Executive Director of Human Resources, for a total of up to six (6) months in which to recover from the disability.

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 of at least four (4) weeks before the commencement of the leave and include the estimated duration of the leave.

The City will continue to contribute towards the employee's health insurance coverage in accordance with state and federal legislation. The employee will be required to pay a cash premium to continue coverage while on a leave of absence without pay.

9.10 Catastrophic Leave

In order to assist employees otherwise granted a leave of absence without pay by the City Manager due to a catastrophic, non-industrial medical condition or injury, the City shall maintain a Catastrophic Leave Donation Program.

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

For the purposes of this program, a "catastrophic" condition shall mean any significant personal tragedy such as a life-threatening illness or severe non-industrial illness or injury lasting more than two (2) weeks, which requires the employee to need personal time off beyond the amount of leave time he/she has accrued. Maternity leave or elective surgery, absent significant unplanned complications preventing the employee's return to work, are not considered catastrophic.

The Catastrophic Leave Donation Program 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, compensatory time, or one (1) floating

holiday to the eligible employee. In no event shall sick leave be donated.

2. Employees shall be provided a two (2) week period to submit donations. Donations received after this two (2) week period shall not be processed. The two (2) week period for each case shall be designated by the Department Head or his/her designee.
3. Donations shall be for a minimum of two (2) hours and a maximum of six (6) hours per donor. All donations must be made in two (2) hour increments, except for floating holiday donations must be for six (6) hours.
4. Any authorization of donations not made in accordance with the procedures outlined in Section 9.10C(2) will not be processed.
5. All donations shall be irrevocable.
6. In the event the recipient returns to work before leave donations have been exhausted, any balance on the books shall be accrued by the recipient and designated as sick leave and may be used pursuant to Article 9.

B. Eligibility

Employees shall be eligible for catastrophic leave donations if the following criteria are met:

1. When it is reasonably foreseeable that all accumulated time on the books, such as sick leave, compensatory time, holiday and vacation, will be exhausted and the employee's absence will continue past the time when the employee will be on paid status.
2. The employee's Department Head, or his/her designee, must approve a written request for donations accompanied by a medical statement from the employee's attending physician. The attending physician's statement must verify the employee's need for an extended medical leave and an estimate of the time the employee will be unable to work.

C. Procedure

1. Upon receipt of a valid request for donations from an eligible employee, the Department Head or his/her designee shall post a notice within forty-eight (48) hours of receipt of the eligible employee's need for donations via email and on bulletin boards accessible to employees. No confidential medical information shall be included in the posted notice.
2. Employees wishing to donate time to an eligible employee must sign his/her authorization of the transfer of such donated time and provide:

- His/her name, department name, and employee number;
 - The number of hours of compensatory, holiday or vacation time to be donated, within the limitations of Section 9.10A(3);
 - The name, department and employee number of the recipient;
 - 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, holiday, and/or compensatory time balances sufficient to cover the designated donation.
 4. The department shall submit all approved donation authorizations for an eligible employee at one time for processing. No donation authorizations for the eligible employee will be processed after this period. However, employees who receive donations under this procedure and who exhaust all donated hours may request an additional donation period subject to the provisions of Section 9.10A.
 5. The City shall add the donated time to the recipient's sick leave account. In no event shall the total time credited to an employee's sick leave balance exceed four hundred (400) hours, pursuant to Section 9.1D.

ARTICLE X

10.0 EMPLOYEE INSURANCE BENEFITS

10.1 Medical Health Insurance

A. Health Plans

The City contracts with the California Public Employees Retirement System (CalPERS) for the provision of health insurance per the Public Employees' Medical and Hospital Care Act (PEMHCA).

The City shall make contributions toward the payment of medical health insurance premiums for employees and their eligible dependents enrolled in a medical health insurance plan offered through CalPERS.

The City may choose to offer new medical health plans, other than CalPERS, if they will provide substantially similar or improved coverage and benefits.

B. Contributions

1. The City's monthly contribution for medical health insurance shall be based on the plan coverage chosen by the employee. The City shall contribute seventy-five percent (75%) of the City's contribution allotted to full-time SEIU represented employees for health insurance premium costs for up to the family (employee and all dependents) coverage.

This amount is inclusive of the CalPERS statutory minimum amount which CalPERS determines and publishes each year.

2. Any contribution necessary to maintain benefits under said medical health plans in excess of the amounts set forth above shall be borne entirely by the employee.

C. Medical Waiver Option

An employee who has primary coverage under another non-City sponsored group medical health plan and voluntarily waives, in writing, their City paid medical health insurance coverage shall receive a cash payment each month in an amount equal to seventy-five percent (75%) of the amount allotted to full-time SEIU represented employees on a medical waiver, which is based on the monthly premium for the City's lowest cost single "employee only" medical health plan.

If an employee opts out of medical insurance, he/she must be able to demonstrate to the City's satisfaction that he/she has minimum essential coverage, as defined by

the Affordable Care Act (ACA), through another source other than coverage in the individual market (whether or not obtained through Covered California).

10.2 Dental Insurance

- A. The City offers two (2) types of dental insurance plans. One (1) is a Dental Health Maintenance Organization (DHMO) plan and one (1) is a Preferred Provider Organization (PPO) plan.
- B. The City's monthly contribution for dental insurance shall be based on the plan coverage chosen by the employee. The City shall contribute seventy-five percent (75%) of the City's contribution allotted to full-time SEIU represented employees for dental insurance premium costs for up to the family (employee and all dependents) coverage.
- C. Any contribution necessary to maintain benefits under said dental plans in excess of the amounts set forth above shall be borne entirely by the employee.

10.3 Long-Term Disability Insurance

The City shall allow employees, for the term of this MOU, to participate in any aspect of the plan offered to the City at the City rate. The cost for this benefit shall be borne by the employee.

10.4 Life Insurance

The City shall allow employees, for the term of this MOU, to participate in any aspect of the plan offered to the City at the City rate. The cost for this benefit shall be borne by the employee.

10.5 Benefits Advisory Committee

When there is a need to discuss matters relating to employee insurance benefits and the City believes it would be beneficial to involve a Benefits Advisory Committee (BAC), each party (the Union and the City) shall have an equal number of representatives on such a committee to meet as necessary.

10.6 Retirement Health Savings (RHS) Plan

Employees participate in the ICMA-RC "Vantage Care" RHS Plan subject to the following:

1. One and one-half percent (1.50%) will be deducted from each employee's base pay and deposited into his/her individual RHS account each pay period. This contribution shall be made on a pre-tax basis.
2. Upon an employee's termination of employment, the cash value of their eligible sick leave balances will be deposited into the individual's RHS account, based on the guidelines in the RHS Plan adoption agreement, to provide the employee and his/her designated eligible dependents, if any, with benefits under any health insurance program including, but not limited to, the program maintained by the City.
3. Upon retirement, the balance of an employee's accumulated, but unused sick leave, after eligible RHS payments are made, will be converted into CalPERS Service Credit per Section 11.3A and Government Code §20965.

10.7 Vision Insurance

- A. The City shall offer employees a vision insurance plan.
- B. For employees who choose vision coverage, all premium costs shall be paid by the employee through a pre-tax payroll deduction.

ARTICLE XI

11.0 RETIREMENT

11.1 CalPERS Retirement Plans

- A. The terms of the existing miscellaneous plan contract between the City and CalPERS govern retirement benefits for employees are incorporated by reference herein.
- B. The California Public Employees' Pension Reform Act (PEPRA) went into effect on January 1, 2013. Based on consideration of various eligibility factors, PEPRA defines each employee as either a "classic" or "new" member of CalPERS.

1. "Classic" Members

An employee who qualifies as a "classic" member receives a retirement benefit formula of 2.7% @ 55, with no social security coverage.

The final average compensation period for a "classic" member is the single highest consecutive twelve (12) months (Government Code §20042).

2. "New" Members

An employee defined as a "new" member (Government Code §7522.20a) receives a retirement benefit formula of 2% @ 62.

The final average compensation period for a "new" member is the highest average compensation earned during any consecutive thirty-six (36) month period (Government Code §7522.32a).

11.2 Contributions

The City shall continue to make contributions to CalPERS on behalf of each individual employee as follows:

- A. City Contributions

1. "Classic" Members

The City shall continue to pay each employee's member contribution and report it to CalPERS as compensation earnable [Government Code §20636(C)(4)]. This contribution is known as the Employer Paid Member Contribution (EPMC), which is equal to eight percent (8.0%) of compensation earnable.

Such payments are not increases in base salary and no salary rate range applicable to any employee 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 (IRS) confirming that these payments are deferred compensation, not ordinary income.

2. “New” Members

As required by PEPRA, the City shall participate in equal cost sharing by paying fifty percent (50%) of the normal cost, as established by CalPERS in its annual valuation report.

B. Employee Contributions

1. “Classic” Members

The employee contribution rate shall be eight percent (8.0%) of compensation earnable. All employee contributions are paid towards the employer portion of the City’s CalPERS contribution. This payment shall be paid in accordance with Government Code §20516(f) as cost sharing.

2. “New” Members

As required by PEPRA, the employee contribution rate shall be fifty percent (50%) of the normal cost, as rounded to the nearest quarter of a percent by CalPERS in its annual valuation.

C. Pre-Taxable Benefit

To the extent permitted by CalPERS and IRS regulations, the City shall make any employee contributions as a pre-tax deduction.

11.3 CalPERS Benefit Options

The City contracts with CalPERS to provide the following additional optional benefits:

A. Credit for Unused Sick Leave (Government Code §20965)

Upon retirement, an employee may have accumulated, but unused, sick leave converted to additional service credit at the rate of 0.004 years of service credit for every eight (8) hours of unused sick leave, up to a maximum of sixteen hundred (1600) hours.

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 CalPERS members whose effective date of retirement is within four (4) months of separation from employment.

B. Military Service Credit as Public Service (Government Code §21024)

An employee may elect to purchase up to four (4) years of service credit for any continuous active military, Reserve Forces, National Guard 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.

C. Pre-Retirement Death Benefits

1. Optional Settlement 2W Death Benefit (Government Code §21548)

The spouse of a deceased employee, who is eligible to retire from service at the time of death, may elect to receive a *Pre-Retirement Optional Settlement 2W Death Benefit*. The benefit is a monthly allowance equal to the amount the employee would have received if they had retired from service on the date of death and elected *Optional Settlement 2*, the highest monthly allowance an employee can leave a spouse.

2. Fourth Level 1959 Survivors Benefit (Government Code §21574)

D. Post-Retirement Death Benefits

Post-Retirement Survivor's Allowance (PRSA) for continuation of benefits even after remarriage (Government Code §21624, 21626 and 21628).

E. Cost of Living Allowance (COLA) (Government Code §21329)

Up to a maximum of a two percent (2.0%) COLA as determined by CalPERS each year.

ARTICLE XII

12.0 TOOLS

12.1 Personal Tools

Employees in designated classifications may be required to provide their own personal tools which are ordinarily used in their trade.

In the event a classification in this unit is so designated, the classification shall be eligible to receive the tool allowance provided in Section 12.2 below.

12.2 Tool Allowance

The City will provide at least one (1) vendor account for each employee who has at least one (1) year of service in an eligible classification listed in Section 12.1 above.

These employees shall be allowed up to nine hundred dollars (\$900) per fiscal year in order to purchase tools which, in the sole determination of their manager, are necessary for the performance of such employee's job duties.

12.3 Lost or Stolen Tools

The City shall bear no liability or responsibility in replacing lost or stolen tools, except as provided in this article.

ARTICLE XIII

13.0 UNIFORMS

13.1 Uniforms

A. Uniform Maintenance

1. All employees who are required by the City to wear a uniform while on duty shall continue to be provided seven (7) sets of clean uniforms every two (2) weeks at no cost to the employees.
2. All field/yard maintenance, custodial and equipment repair employees shall be provided with eleven (11) clean sets every two (2) weeks at no cost to the employee.
3. Any employee who wishes to be provided with one (1) or more additional clean sets per week, above the amounts specified in this section, will be required to pay the extra cost incurred for such additional set(s).

- B. All Police Records Personnel and the Senior Office Assistants assigned to the traffic window shall be provided three (3) sets of uniforms and one (1) sweater.

ARTICLE XIV

14.0 SAFETY

14.1 Central Safety Committee

Employees are eligible to serve on the City's Central Safety Committee; however, in no case shall the total number of SEIU represented employees from SEIU bargaining units exceed two (2) representatives and two (2) alternates.

14.2 Safety Shoes

- A. The City agrees to pay up to two hundred dollars (\$200) per fiscal year, to each employee required to wear safety shoes/boots, 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 each employee.

The employee may purchase their safety shoes/boots from either a City approved vendor or any outside vendor of their choice.

- B. All safety shoes/boots purchased under this program must have steel reinforced toes, insteps and bear the official stamp of approval from the American National Standards Institute (ANSI).
- C. If a particular classification is designated by the City's Risk Manager as requiring its incumbents to wear safety shoes/boots, then it will be mandatory for all incumbents of that classification to wear the type of safety shoes/boots (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 hazardous conditions in a particular position and subject to the approval or disapproval of the City's Risk Manager.

- 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.

ARTICLE XV

15.0 GRIEVANCE PROCEDURE

15.1 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 MOU, or of the rules and regulations governing personnel practices or working conditions of the City, except, however, those matters specifically assigned to the jurisdiction of the City Personnel Board by those provisions of the City Charter and the Civil Service Rules and Regulations.

15.2 Informal Process — First Step

- A. An employee and/or his/her designated representative must first attempt to resolve the grievance on an informal basis through discussion with his/her immediate supervisor without undue delay, but in no case, beyond a period of fifteen (15) working 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) working days a mutually acceptable solution has not been reached at the informal level, the employee and/or the employee's designated representative shall then set forth the grievance in writing, indicate the specific MOU provision, rule or regulation allegedly violated, 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) working days after first discussing the grievance with the employee's immediate supervisor, the grievance shall be barred and waived.

- D. Any resolution of the grievance at the informal stage by any person other than a middle manager or above shall not become precedence or be used to establish past practice regarding implementation, interpretation, or application of this MOU.

15.3 Formal Process

A. Second Step – Department Head Review

The Department Head or his/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. If the Union is filing the grievance itself, it may start the grievance procedure at this step, but must do so within the same time limit as provided for in Step One above. The Department Head, or his/her designated representative, shall review the grievance and may affirm, reverse or modify the disposition made at the First Step and shall deliver his/her answer to the employee and/or the employee's designated representative within ten (10) working days after said meeting.

B. Third Step – City Manager Review

If the grievance is not satisfactorily resolved at the Second Step, the employee and/or the employee's representative (or the Union itself) may submit the grievance in writing to the City Manager or his/her designated representative within thirty (30) calendar days of being informed of the disposition made at the Second Step. Failure of the grievant and/or his/her designated representative 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 disposition made at the Second Step.

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

A copy of the written grievance to the City Manager, or his/her duly authorized representative, and of the City Manager's or his/her representative's written decision, shall be maintained in the Human Resources Department.

The decision of the City Manager shall be the final and binding administrative decision on behalf of the City.

15.4 Reservation of Rights

After the procedures 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 XVI

16.0 UNION RIGHTS

16.1 Union Representatives

- A. The Union shall have the right to appoint/elect a reasonable number of employee representatives who are recognized by the City as union officers, worksite leaders, or stewards.
- B. One (1) worksite leader/steward shall be recognized by the City.
- C. The City's Employee Relations Manager shall be provided with a list of the names and classification titles of the Union's officers, worksite leaders, stewards, and other union representatives. The Union agrees to inform the City in writing of any changes in said list within ten (10) calendar days of date of change.

16.2 Release Time

A. Grievances

During the term of this MOU, the City agrees to grant a reasonable amount of City time, without loss of pay or benefits, to enable the union officers, worksite leaders, and stewards to assist other bargaining unit employees in processing grievances under the Article 15.

Union officers, worksite leaders, and stewards shall make advance arrangement with their supervisors prior to absenting themselves for such purpose.

The union officers, worksite leaders, and stewards shall be required by the City to record and report to their supervisors the work time spent in assisting other bargaining unit employees pursuant to this provision of the MOU.

Any unauthorized or unapproved time used by a union officer, worksite leader, or steward to investigate, discuss, process or meet in conjunction with pursuing a grievance or complaint shall be charged to that employee's vacation or comp time leave bank.

The Union shall limit the number of union officers, worksite leaders, or stewards who participate in the investigation or appear at hearings on City time to one (1) representative and one (1) Chapter Board member.

B. Union Business Leave

In addition to the above time, union officers, worksite leaders, and stewards shall be granted thirty-two (32) hours of release time per fiscal year. This leave is cumulative, meaning the total amount of hours allowed each fiscal year is to be shared by all eligible employees in the unit and is not an individual annual allotment of hours for each employee.

The purpose of this additional thirty-two (32) hours per fiscal year shall be to enable the union officers, worksite leaders, and stewards to participate in union activities which may include conventions, seminars and meetings that are otherwise not covered by this MOU. Such time shall be paid by the Union who will reimburse the City for the hours used by employees of the unit.

Such union officers, worksite leaders, or stewards shall provide at least forty-eight (48) hours' advance notice and make arrangements with their supervisors prior to absenting themselves for such purposes.

The union officers, worksite leaders, and stewards shall be required by the City to record and report to their supervisors on the work time spent on Union business.

Any unauthorized or unapproved time used by a union officer, worksite leader, or steward to conduct union business shall be charged to that employee's vacation or comp time leave bank.

Time spent by the Union's Chapter Chair/President, officers, worksite leaders, or stewards on Chapter Chair/President's Leave and/or Union Business Leave, under this section, shall not be considered time worked for computation of overtime according to the FLSA.

C. Chapter Chair/President's Leave

In the event the Chapter Chair/President is elected from this bargaining unit, then all rights and privileges pertaining to Chapter Chair/President's Leave, as set forth in the SEIU represented full-time employee's MOU with the City, shall apply.

D. Meet and Confer

1. In the event that the Union is formally meeting and conferring with representatives of the City on matters within the scope of representation during regular City business hours, a reasonable number of union officers, employee representatives, or other union officials shall be allowed reasonable time off without loss of compensation or other benefits.

2. Such union officers and employee representatives shall not leave their duty/work station or assignment without the prior knowledge of their supervisor

or manager.

3. Such meetings are subject to scheduling in a manner consistent with City operating needs and work schedules.

E. Release Time Process

1. Release of employees for Union Business Leave shall be done on the same basis as employees who are released from duty for vacation leave, except that requests for Union Business Leave shall not unreasonably interfere with the operation of the City department and shall be approved by the employee's Department Head.
2. The Department Head shall not unreasonably withhold permission to utilize Chapter Chair/President's Leave and/or Union Business Leave from any employee who has been duly authorized by the Union to take such leave.
3. Release time used under this section must be appropriately coded into the City's payroll system each pay period, so that it can be properly tracked by the City. The City shall provide separate payroll codes for the different types of release time.

16.3 Worksite Access

- A. Union officers, worksite leaders, stewards and/or union staff 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.
- B. Such visits shall not disrupt the work of City employees, interfere with the normal operations of the department, or with established safety and security requirements. Where any such problems arise, the Union and the City will agree on an alternate meeting/conference facility for the purpose of providing a place for the Union to hold a meeting before or after work, or during lunch periods. If the alternate meeting site is a City facility during non-working hours, its scheduling and use shall be governed in accordance with regulations pertaining to the use of public meeting rooms at City facilities.
- C. Solicitations of membership and all activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, preparation of petitions, preparation of proposals, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

- D. Employees may voluntarily perform those duties assigned to them by the Union, but in no event shall they have the right to interfere with the performance of work of any other employee or interfere with City operations.

16.4 Use of Bulletin Boards

Space shall be made available to the Union on the City's existing employee bulletin boards for the purpose of posting notices pertaining to Union business, subject to the following conditions:

- A. Materials posted by the Union shall not include campaign material on municipal election matters, including elections for City Council, other City positions, or other municipal political matters.
- B. Material posted shall not be derogatory to the City, City employees or other employee organizations.
- C. All materials shall be dated, identify the Union and bear the signature of the authorized representative(s) of the Union validating the posting.
- D. The City reserves the right to determine what reasonable portion of employee bulletin boards are to be allocated to union materials.
- E. If the Union does not abide by these provisions, it will forfeit its right to have materials posted on the City's employee bulletin boards.
- F. The Union shall not be permitted to post any material that is prohibited by State law or the City Charter.

16.5 Use of City Facilities

The City shall allow the Union to conduct meetings in the City's public meeting rooms during non-working hours provided such meetings are scheduled in accordance with regulations governing the use of public meeting rooms at City facilities. The Union shall not be permitted to use City facilities to discuss or present any matter that is prohibited by State law or the City Charter.

16.6 Payroll Deductions

A. Union Deductions

The City shall make deductions on a regular basis each pay period from the pay of each employee who voluntarily authorizes such union deductions in writing.

The City shall provide a separate payroll code for this deduction.

B. Remittance of Funds

The Union shall provide the City with an authorized deduction report each pay period which includes a list of the employees who have authorized union deductions and the amount of such deductions.

The City shall make the applicable deductions from the employee's paychecks and electronically remit such funds to the Union via Electronic Funds Transfer (EFT) following their deduction.

The City shall also send an itemized report, in Excel format, to the Union at dues@seiu721.org. The report shall include a list of all union members in the bargaining unit and include the following information on each union member: first name, last name, employee identification number, employment status (i.e. active or on an unpaid leave of absence), base salary earned in the pay period, salary step, total hours in a paid status for the pay period, and the amount remitted on behalf of the employee.

The remittance of funds and itemized report shall be sent to the Union semi-monthly.

C. Maintenance of Dues Payroll Deduction

Any employee who has authorized union dues deductions on the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any employee may revoke such dues deductions in the last twelve (12) months of this MOU during the twenty-one (21) calendar day period preceding the employee's date of hire anniversary, by notifying the Union of their revocation of union dues deductions. Such notification shall be in writing and contain the following information: employee name, employee identification number, job classification, department name, bargaining unit, and name of the employer from which such dues deductions are to be cancelled. Upon request, the Union will inform the union member of his/her dues deduction revocation date. The Union will provide the City with the appropriate documentation to process these dues revocations within ten (10) business days after the close of the withdrawal period.

D. Indemnification

The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from this section. In no event shall the City be required to pay from its own funds, union dues which the employee was obligated to pay, but failed to pay, regardless of the

reasons.

16.7 Reporting Requirements

The City agrees to provide the Union with an updated employee list every sixty (60) days, which includes the following information on each employee: first name, last name, employee identification number, date of hire, bargaining unit (i.e. part-time civil service employees unit), job classification, change in employment status (i.e. separated from service, retired, promoted, demoted, etc.), effective date of change in employment status, physical home address, home mailing address (if different), home phone number, personal cell phone number, personal email address (if known), work location, work phone number, salary step, and current rate of pay.

The City shall send these reports, in Excel format, to the Union at dues@seiu721.org.

An employee shall retain his/her right to opt-out of providing personal information to the Union.

16.8 New Employee Orientations

The City shall notify the Union of all new employees entering the bargaining unit and provide the information listed in Section 16.7 on each new employee no later than thirty (30) days of hire or by the first pay period of the month following hire. For the purpose of this section, new employees shall be defined to include any employee whose classification is in the bargaining unit, including but not limited to employees entering the unit through new hire, accretion, promotion, or demotion.

Each new employee shall be scheduled to attend an orientation. The City shall provide the Union with no less than ten (10) calendar days' advance written notice of the date, time and location of the orientation. The City may provide shorter notice only in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. Such notice shall be sent to the Union via an email to membership@seiu721.org, the designated SEIU Worksite Organizer, and the Chapter President. The notice shall also include the new employee's name, employee identification number (if assigned yet), and job title.

After receiving notice of each employee orientation, the Union will inform Human Resources as to whether an SEIU representative will or will not attend.

If an SEIU representative will not be able to attend the scheduled employee orientation, the Union may deliver union related documents contained within an envelope or welcome packet for each new employee for Human Resources staff to hand to the new employee at the orientation. The City will not discuss or answer questions related to these documents other than to inform the new employee that they are from the union that exclusively represents his/her classification. In addition, the employee will be informed that if he/she

has any questions regarding the documents and/or union, he/she should contact his/her union representative.

If the Union informs the City that an SEIU representative will attend the employee orientation, the City agrees to provide each new employee with up to thirty (30) minutes, while remaining on paid duty time, to meet with his/her union representative during the orientation. No management representative shall be present during the Union's presentation of the employee orientation. In the event the union representative providing the orientation is an employee of the City (i.e. Chapter President, union officer, worksite leader, or steward), he/she shall also be provided with up to thirty (30) minutes of paid release time in which to conduct the union's portion of the orientation. No more than one (1) City employee at a time shall be released to conduct the Union's presentation during the orientation.

If the City begins to provide an online on-boarding process, the Union shall have the right to incorporate up to a thirty (30) minute video and/or PowerPoint presentation and a link to the SEIU Local 721 website into that online orientation. The Union would still reserve all other rights in this section, including but not limited to the scheduling of an in-person thirty (30) minute meeting with the new employee and his/her union representative while remaining on paid duty time.

ARTICLE XVII

17.0 CITY RIGHTS

17.1 Management Rights

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include but not be limited to the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or nonexistence of facts which are the basis of the management decision.
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the workforce by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including but not limited to the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reason, subject to the provisions of the City Charter, Municipal Code, Federal and State law and this MOU.

- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions set forth in the City Charter and Santa Ana Municipal Code.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this MOU.
- O. To determine policies, procedures, and standards for selection, training and promotion of employees.
- P. To establish employee performance standards including but not limited to quality and quantity standards and to require compliance of such standards.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and disseminate and/or modify rules and regulations to maintain order and safety in the City which are not in violation with this MOU.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

17.2 Meet and Confer on Impact

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 MOU.

ARTICLE XVIII

18.0 ANTI-STRIKE CLAUSE

18.1 Prohibited Conduct

- A. The Union, its officers, agents, representatives, and/or members agree that during the term of this MOU, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.
- B. There shall be no lockouts by the City during the term of this MOU.
- C. Any employee who participates in any conduct prohibited in Subsection A above shall be subject to suspension, demotion or dismissal by the appointing authority without right of appeal to the Personnel Board in accordance with City Charter Section 1014.

18.2 Union Responsibility

In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 18.1A above, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful and they must immediately cease engaging in the prohibited conduct and return to work.

ARTICLE XIX

19.0 LAYOFFS

19.1 Notice of Layoff

It is the hope of the City not to separate any employee(s) from employment because of a reduction in workforce during the term of this MOU. However, circumstances arising during the term of this MOU may require such separation(s). In that event, the City will provide reasonable notice to the Union of the details of the separation(s) in order to meet and exchange information, opinions and proposals regarding the consequence(s) of the separation(s) on the employee(s).

This provision is not intended to be a waiver of any other rights the parties may have under this MOU.

19.2 Order of Layoff

- A. The principles of seniority (length of service) shall govern layoffs as described herein, except in the event that more than one (1) employee has the same seniority date, in which case performance also shall be considered. The City's determination of performance shall not be arbitrary or capricious in nature.
- B. Any dispute over the application of the principles outlined in this article shall be subject to the grievance procedure.
- C. Classification seniority is defined as length of service in the classification, and shall begin on the first date worked by the employee in that classification. Whenever a position within a classification is to be eliminated, resulting in the layoff of an employee, seniority shall govern the order of layoff. The employee with the lowest seniority in the affected classification shall be laid off first.
- D. In lieu of layoff, an employee may elect to work in a lower classification, in which he/she has served, providing that classification is within the same job family/career ladder. In that event, the employee's length of service in the next lower classification will be added to his/her length of service in the affected classification, and said combined seniority shall be used to bump down into the next lower classification. This method of combining seniority shall be applied to subsequent lower classifications.
- E. In the event of a reduction in force, part-time non-civil service employees in any City office, agency or department shall be laid off prior to laying off part-time civil service employees as above defined. Wherever possible, part-time civil service employees in the classification shall be laid off prior to full-time employees in the

same classification.

19.3 Reemployment List

The reemployment list shall be valid for one (1) year from the date of its establishment. Reemployment shall be in reverse order of layoffs.

19.4 Temporary Assignment

An employee who is laid off from part-time civil service employment pursuant to this article, may be granted a temporary appointment to a vacant part-time civil service position in any classification for which there is no eligible list and for which said employee meets the minimum qualifications established for the classification and possesses the requisite knowledge, skills and abilities to satisfactorily perform the work of the classification. Such temporary appointment will be terminated upon the establishment of a new eligible list for the classification or one (1) year following the initial day of such temporary appointment, whichever occurs first.

19.5 Contracting Out

If it is decided to contract out work currently being performed by employees of this bargaining unit, the City shall provide the Union with reasonable notice of the decision; meet and confer with the Union over the impact of the decision; will seriously consider reasonable alternatives provided by the Union; and if any bargaining unit employee is laid off as a result of the decision, the City shall make a reasonable effort to place said employee with the contracting company.

ARTICLE XX

20.0 MISCELLANEOUS PROVISIONS

20.1 Full-Time Eligible Lists

Part-time civil service employees, upon their written request, shall be placed on the full-time transfer eligible list for the classification in which they are employed. The City will submit the names of employees wishing to convert to a full-time position for consideration to any department hiring for vacancies in the classification. Certification from that list shall be in accordance with all existing Civil Service rules.

20.2 Joint Labor Management Teams

The City and the Union agree to form Joint Labor Management teams for the purpose of exploring issues of mutual concern, including discussion on job family/career ladders. Each team shall be comprised of an equal number of labor and management employees and shall be chaired by the Employee Relations Manager. In no case shall the activity of a team create a delay or hindrance to the ongoing operation of the City. The City and the Union shall hold a meeting upon the City's or Union's written request to meet.

20.3 Performance Appraisals

Non-probationary performance appraisals not completed within six (6) months of the due date shall be stayed and the employee shall next become subject to evaluation upon the end of the evaluation period next following. Provided that merit advance performance appraisals shall be completed in accordance with Section 4.8 – Advancement within Ranges.

ARTICLE XXI

21.0 FULL UNDERSTANDING, WAIVER & SEPARABILITY

21.1 Intent of Agreement

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 EERR (#81-75).

The provisions of this MOU shall supersede all prior agreements and MOU's, or contrary salary and/or personnel rules and regulations or administrative codes, provisions of the City, oral or written, express or implied between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder.

This MOU is not intended to conflict with Federal or State law or the City Charter.

21.2 Rules and Regulations

Notwithstanding the above mentioned language, City personnel rules and regulations and departmental rules and regulations exist. These rules and regulations shall be continued to the extent they do not breach specific provisions of this MOU. Such rules and regulations may, from time to time, be changed by the City. If these changes affect wages, hours, and/or other terms and conditions of employment, the City shall meet and confer with the Union; provided, further, however, no provision of the rules and regulations shall be changed to breach specific provisions of this MOU.

21.3 Waiver of Bargaining

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties regarding the provisions contained in this MOU. Neither party shall, during the term of this MOU, demand any change to the MOU, except that nothing shall prohibit the parties from changing the terms of the MOU by mutual agreement and in writing signed by the parties.

21.4 Emergency Waiver Provision

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated

immediately. 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 MOU during the course of the emergency.

21.5 Separability Provision

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

ARTICLE XXII

22.0 TERM OF MOU

22.1 The term of this MOU shall be from July 1, 2019 through June 30, 2022.

EXECUTION OF THE NEW AGREEMENT

This MOU was ratified by a simple majority vote of unit employees who are in part-time civil service classifications represented by the Union.

This MOU was approved by a vote of the City Council of the City of Santa Ana.

Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the parties hereto have caused this agreement to be executed this 5th day of May 2020.

PARTIES TO THE AGREEMENT

SEIU Local 721 Part-Time Civil Service Employees Unit	City of Santa Ana
--	-------------------

WENDY A. THOMAS, CHIEF NEGOTIATOR
SEIU LOCAL 721

MIGUEL A. PULIDO
MAYOR

TERRI EGGERS
UNIT REPRESENTATIVE

KRISTINE RIDGE
CITY MANAGER

STEVEN PHAM
EXECUTIVE DIRECTOR OF HUMAN RESOURCES

ATTEST: _____
Daisy Gomez, Clerk of the Council

APPROVED AS TO FORM:
Peter J. Brown
Liebert Cassidy Whitmore

LEGAL COUNSEL FOR CITY OF SANTA ANA

Exhibit A

LIST OF REPRESENTED PART-TIME CIVIL SERVICE CLASSIFICATIONS

Assistant Buyer

Office Assistant

Park Maintenance Aide

Secretary

Senior Community Development Analyst

EXECUTION OF THE NEW AGREEMENT

This MOU was ratified by a simple majority vote of unit employees who are in part-time civil service classifications represented by the Union.

This MOU was approved by a vote of the City Council of the City of Santa Ana.

Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the parties hereto have caused this agreement to be executed this 5th day of May 2020.

PARTIES TO THE AGREEMENT

SEIU Local 721 Part-Time Civil Service Employees Unit	City of Santa Ana
--	-------------------

Wendy A. Thomas
 WENDY A. THOMAS, CHIEF NEGOTIATOR
 SEIU LOCAL 721


Miguel A. Pulido
 MIGUEL A. PULIDO
 MAYOR

Terri Eggers
 TERRI EGGERS
 UNIT REPRESENTATIVE

Kristine Ridge
 KRISTINE RIDGE
 CITY MANAGER

Steven Pham
 STEVEN PHAM
 EXECUTIVE DIRECTOR OF HUMAN RESOURCES

Daisy Gomez
 ATTEST
 Daisy Gomez, Clerk of the Council



APPROVED AS TO FORM: *Peter J. Brown*
 Peter J. Brown
 Liebert Cassidy Whitmore
 LEGAL COUNSEL FOR CITY OF SANTA ANA

