

o:hr

SEIU Local 721
City of Santa Ana

Full-Time Employees

Memorandum of Understanding

**July 1, 2019,
through
June 30, 2022**

LOCAL 721



SEIU

Mission Statement

We are a powerful organization that stands for quality services and wins for our members and the communities where they live and work.

Vision Statement

We will unite all of our members into one strong union that adapts to changing surroundings. We will bring a union voice to all public service workers in Southern California. We will ensure future generations are prepared to lead their successors into the future. We will collaborate with the public to win resources for services that make communities stronger. We will create every opportunity for members to lead in their communities and at work, including encouraging and training union members to hold political office. We will hold ourselves and others accountable to our values. Together we will be the model for unions in the 21st Century.



1651 E 4th St Ste 250 • Santa Ana CA 92701-5169

(714) 541-1086 • www.seiu721.org

JULY 1, 2019 – JUNE 30, 2022

**MEMORANDUM
OF
UNDERSTANDING**

**CITY OF SANTA ANA
AND
FULL-TIME EMPLOYEES UNIT
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721**

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

Table of Contents

ARTICLE I 10

1.0 RECOGNITION 10

ARTICLE II..... 11

2.0 NON-DISCRIMINATION CLAUSE 11

ARTICLE III 12

3.0 ATTENDANCE, WORKDAY & WORKWEEK..... 12

 3.1 Attendance..... 12

 3.2 Hours of Work 12

 3.3 Alternate Work Schedules..... 12

 3.4 Personal Hardship 14

 3.5 Water Production Meal Breaks..... 15

ARTICLE IV 16

4.0 SALARIES 16

 4.1 Basic Compensation Plan..... 16

 4.2 Salary Schedule..... 16

 4.3 Salaries 17

 4.4 Application of Basic Compensation Plan 17

 4.5 Probation 17

 4.6 Beginning Rates 17

 4.7 Service..... 18

 4.8 Advancement within Ranges 18

4.9	Reduction in Salary Steps	19
4.10	Promotion.....	20
4.11	Demotion.....	20
4.12	Reallocation of Salary Rate Ranges.....	20
4.13	Request for Classification Review.....	21
ARTICLE V		23
5.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES.....		23
5.1	Assignment Pay Differential	23
5.2	Lead Pay.....	24
5.3	Bilingual Pay	25
5.4	Shift Differential	26
5.5	Standby Pay	27
5.6	Call Back Duty.....	28
5.7	Temporary Upgrade Assignment Pay	28
5.8	Authority for Assignments	31
5.9	Career Development Incentives	31
5.10	Limitation on Career Development Incentive Pay	35
5.11	Court Appearances.....	36
ARTICLE VI		38
6.0 OVERTIME.....		38
6.1	General Policy for Overtime Work.....	38
6.2	Definition	38
6.3	Computation of Forty (40) Hour Workweek.....	38
6.4	Compensation for Overtime	39
6.5	Compensatory Time	39

6.6	No Effect on Other Benefits	40
6.7	Overtime Work to be Minimized	40
6.8	Overtime Work on a Holiday	40
ARTICLE VII		41
7.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM		41
7.1	Purpose	41
7.2	Eligibility	41
7.3	Reimbursement	42
7.4	Procedures	42
ARTICLE VIII		44
8.0 HOLIDAYS		44
8.1	City Holidays	44
8.2	Holiday Bank	45
8.3	Modified Holiday Schedule - Library Employees	46
8.4	Requirements	46
8.5	Use of Holiday Time	46
8.6	Maximum Accumulation of Holiday	46
8.7	Winter Holiday Closure	46
ARTICLE IX		51
9.0 VACATION		51
9.1	Purpose	51
9.2	Accrual	51
9.3	Use of Vacation	52
9.4	Computation of Vacation Use	52
9.5	Continuous Service Requirement	53

9.6	Vacation Cash-Out	53
9.7	Maximum Accumulation	54
ARTICLE X		57
10.0 OTHER LEAVES OF ABSENCE		57
10.1	Sick Leave.....	57
A.	Definition	57
B.	Accrual.....	57
C.	Use of Sick Leave	57
D.	Limit	58
E.	Extended Use.....	58
F.	Extension by Use of Accrued Compensatory Time Off and/or Vacation.....	58
G.	Notification of Use.....	58
H.	Denial	59
I.	Personal Necessity Leave.....	59
J.	Payment for Unused Sick Leave.....	60
10.2	Bereavement Leave	61
10.3	Military Leave	62
10.4	Examination Leave	62
10.5	Unauthorized Absence	62
10.6	Authorized Absences Without Pay - Short Term	62
10.7	Authorized Absence Without Pay -Long Term.....	62
10.8	Industrial Leave	63
10.9	Pregnancy Disability Leave	63
10.10	Catastrophic Leave.....	63
ARTICLE XI		66

11.0 EMPLOYEE INSURANCE BENEFITS	66
11.1 Medical Health Insurance	66
A. Health Plans.....	66
B. Contributions	66
C. Medical Waiver Option	67
11.2 Dental Insurance	67
11.3 Long-Term Disability Insurance	67
11.4 Life Insurance.....	68
11.5 Benefits Advisory Committee.....	68
11.6 Retirement Health Savings (RHS) Plan	68
11.7 Vision Insurance	69
ARTICLE XII	70
12.0 RETIREMENT BENEFITS	70
12.1 CalPERS Retirement Plans	70
12.2 Contributions	70
12.3 CalPERS Benefit Options.....	71
ARTICLE XIII	73
13.0 TOOLS.....	73
13.1 Personal Tools	73
13.2 Tool Allowance	73
13.3 Lost or Stolen Tools	73
ARTICLE XIV	74
14.0 UNIFORMS.....	74
14.1 Uniforms	74
ARTICLE XV	75

15.0 SAFETY	75
15.1 Central Safety Committee.....	75
15.2 Safety Shoes/Boots	75
ARTICLE XVI.....	76
16.0 GRIEVANCE PROCEDURE.....	76
16.1 Definition of a Grievance	76
16.2 Informal Process - First Step.....	76
16.3 Formal Process	77
16.4 Reservation of Rights	78
ARTICLE XVII	79
17.0 UNION RIGHTS.....	79
17.1 Union Representatives.....	79
17.2 Release Time	79
A. Grievances.....	79
B. Union Business Leave	80
C. Chapter Chair/President’s Leave	80
D. Meet and Confer	82
E. Release Time Process.....	83
17.3 Worksite Access	83
17.4 Use of Bulletin Boards	84
17.5 Use of City Facilities.....	84
17.6 Payroll Deductions.....	85
A. Union Deductions	85
B. Remittance of Funds	85
C. Maintenance of Dues Payroll Deduction.....	85

D.	Indemnification.....	86
17.7	Reporting Requirements.....	86
17.8	New Employee Orientations.....	86
ARTICLE XVIII.....		87
18.0	CITY RIGHTS.....	87
18.1	Management Rights.....	87
18.2	Meet and Confer on Impact.....	88
ARTICLE XIX.....		89
19.0	ANTI-STRIKE CLAUSE.....	89
19.1	Prohibited Conduct.....	89
19.2	Union Responsibility.....	89
ARTICLE XX.....		90
20.0	LAYOFFS.....	90
20.1	Notice of Layoff.....	90
20.2	Order of Layoff.....	90
20.3	Reemployment List.....	90
20.4	Temporary Appointment.....	91
20.5	Contracting Out.....	91
ARTICLE XXI.....		93
21.0	MISCELLANEOUS PROVISIONS.....	93
21.1	Joint Labor Management Teams.....	93
21.2	Performance Appraisals.....	93
21.3	Driving City Vehicles.....	93
ARTICLE XXII.....		95
22.0	FULL UNDERSTANDING, WAIVER & SEPARABILITY.....	95

22.1	Intent of Agreement	95
22.2	Rules and Regulations	95
22.3	Waiver of Bargaining	95
22.4	Emergency Waiver Provision.....	95
22.5	Separability Provision	96
ARTICLE XXIII		97
23.0	TERM OF MOU	97
EXECUTION OF THE NEW AGREEMENT		98
SEIU Local 721 Bargaining Committee		99
EXHIBIT A		100

ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the *Meyers-Millias-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 all full-time 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, WORKDAY & WORKWEEK

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 Hours of Work

Eight (8) hours of work shall constitute a normal day and forty (40) hours of work shall constitute a minimum workweek, except for employees who have been approved for alternate work schedules as provided in this article by the City Manager.

3.3 Alternate Work Schedules

A. 4/10 Work Schedule

The Department Head, with the approval of the City Manager, may assign Code Enforcement Officers, Police Department employees, and selected Fleet Services employees to a workweek consisting of four (4) ten (10) hour days, with an additional one-half (0.5) or one (1) hour for an unpaid meal break. The assigned employee shall work four (4) ten (10) hour days and shall have three (3) consecutive days off in a workweek. Upon mutual agreement between the supervisor and employee, the employee may waive his/her right to three (3) consecutive days off in a workweek. The regular workweek shall consist of forty (40) hours. A regular day off shall consist of ten (10) hours.

B. 3/11.5, 1/5.5 Alternate Work Schedule - Correctional Records Employees

The Department Head, with the approval of the City Manager, may assign these employees to a workweek consisting of three (3) eleven and one-half (11.5) hour days and one (1) five and one-half (5.5) hour day, with an additional forty-five (45) minutes for an unpaid meal break. The assigned employee shall have three and one-half (3.5) consecutive days off in a workweek. Upon mutual agreement between the supervisor and employee, the employee may waive his/her right to three and one-half (3.5) consecutive days off in a workweek. The regular workweek shall consist of forty (40) hours. A regular day off shall consist of either eleven and one-half (11.5) hours or five and one-half (5.5) hours.

C. 9/80 Work Schedule

Employees shall be permitted to work a 9/80 work schedule when authorized by the Department Head and approved by the City Manager. A departmental work unit

will not be permitted to work this schedule if in the discretion of the Department Head and City Manager, the 9/80 work schedule may reduce service to the public.

1. Work Schedule

The 9/80 work schedule shall be defined as working eighty (80) hours over nine (9) days in a two (2) week period. An employee shall work eight (8) days for nine (9) hours per day and one (1) day for eight (8) hours, excluding a one (1) hour unpaid meal break during each work shift, totaling forty (40) working hours in each FLSA work week.

2. Work Week

The FLSA work week shall be defined as the work week starting exactly four (4) hours after the start time of the employee's regularly scheduled shift on their alternating regular day off and ending exactly one hundred and sixty-eight (168) hours later.

No employee working the 9/80 work schedule will be able to flex their alternating regular day off start time nor the time they take their meal break, which will occur after an employee has worked at least four (4) hours on his/her alternating regular day off.

Modifications of the FLSA work week are not permitted unless authorized by the Executive Director of Human Resources or his/her designee.

3. Schedule Changes

Employees cannot change schedules without prior approval of their supervisor and Department Head. The purpose of this authorization is to review the impact on staffing and overtime. Employees may change schedules at the beginning of any work week with supervisor and Department Head approval.

4. Emergencies

All employees on the 9/80 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions that, in the opinion of the City Manager, Department Head or designee, may require such service from any of said employees.

5. Leave Benefits

When an employee is off on a scheduled workday under the 9/80 work schedule, then nine (9) hours of eligible leave per workday shall be charged against the employee's leave balance or eight (8) hours shall be charged if the day off is his/her alternating regular eight (8) hour work day. All leaves shall

continue under the current accrual, eligibility, request and approval requirements.

a. Holidays

- i. For a recognized City holiday the hours (as stated in Article VIII) are earned for each holiday, except for the floating holiday.
- ii. If a holiday falls on an employee's alternating regularly scheduled day off, the employee must then take their holiday off before or after the regular holiday as their holiday off with supervisor and Department Head approval. If the employee cannot take their holiday off before or after the regular scheduled holiday off, the employee will bank the hours of holiday leave to be used at a later date with the supervisor's approval.

- D. It is the intent of the parties that no additional paid time off shall be gained or lost as a result of the implementation of an alternate work schedule.

The City reserves the right to abandon alternate work schedules if, in the opinion of the concerned Department Head and the City Manager, the alternate work schedule has not produced the desired results. If this right is exercised, the City and SEIU shall meet and confer in good faith prior to abandoning any of these alternate work schedules.

3.4 Personal Hardship

Any employee who encounters a personal hardship with his/her work hours may request an accommodation from his/her Department Head. A hardship request will be limited to an employee's authorized hours of work. An accommodation will be considered only after the employee has exhausted all other personal options to resolve the hardship.

If the employee is unable to resolve his/her problem, the employee may request an accommodation from their Department Head by submitting a hardship claim. The Department Head may authorize an accommodation after reviewing said claim or assign a manager to investigate and recommend a resolution of the hardship claim. The recommendation of the manager will be limited to the following:

1. Approve an appropriate flex schedule that does not disrupt the department's ability to deliver its services or create disruption in the work unit.
2. Deny the employee's proposed solution to resolve the hardship.
3. Reassign the employee to a 5/40 work schedule.

The Department Head may accept any one of the manager's recommendations or advance

his/her own to resolve the hardship.

3.5 Water Production Meal Breaks

The Water Production staff who are assigned to work an eight (8) hour day shift covering Monday through Friday will be required to take a thirty (30) minute unpaid meal break during the shift.

ARTICLE IV

4.0 SALARIES

4.1 Basic Compensation Plan

There is an established basic compensation plan for all full-time personnel who are now employed or will in the future be employed in any of the designated classifications of employment represented by 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 seven (7) 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 “AAA”, “AA”, and “A” through “E” inclusive, with Step “AAA” being the lowest step in the range.

Step “AAA” is the normal beginning pay rate.

Step “AA” is an automatic increase after the completion of six (6) months of service in Step “AAA”.

Steps “A” through “D” are an automatic step increase after the completion of twelve (12) months of service.

Step “E” is a performance based step increase which an employee may be eligible to receive after the completion of twelve (12) months of service in Step “D”.

The assignment of classifications to salary rate ranges is listed in the City’s basic salary and wage schedule.

- 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. All employees working in classifications of employment covered by this MOU shall be compensated at a monthly rate, except that an employee hired for temporary work in a position which has an anticipated duration of less than six (6) months shall be paid at a rate per hour for actual time spent in the performance of the duties of his/her employment.

The regular rate of pay shall be computed as provided for by the 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 (\$0.005) cent shall fix the rate at the next higher whole cent.

4.5 Probation

The probationary period shall be one (1) year from the date of appointment from an open eligible list (new hire) or a reappointment eligible list (rehire) or a promotional eligible list.

4.6 Beginning Rates

A new employee shall be paid the rate shown as Step "AAA" 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 "AA," "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 in the classification in which the employee is being considered for salary advancement, service in a higher classification, or service in a classification allocated to the same salary rate range and having generally similar duties and requirements.

Employees hired after the first (1st) 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 full-time employment altogether, not leaving one (1) position to accept appointment to another position in an unrelated classification outside the career ladder.

4.8 Advancement within Ranges

A. Length of Service Advancement

After the salary of an employee has been first established, such employee shall be advanced from Step “AAA” to Step “AA,” 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.
4. Notwithstanding the foregoing provisions of this subsection to the contrary, a merit step advance shall be automatically granted ninety (90) days after the due date if no performance appraisal is completed. The effective date of such merit step advance shall be retroactive to the first (1st) day of the month following the completion of the required length of service.

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 three (3) months of additional service and shall be reconsidered for such advancement after the completion of six (6) months of additional service. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subparagraph B(2) and (3) 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 to Step "E" 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 "AAA" 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 "AAA," 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 (1) 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 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 will forward the request to the Executive Director of Human Resources along with justification for support of the employee's request.
 - b. The Department Head will 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 will 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 will provide higher compensation.
- C. Any employee request for classification review approved by the Department Head will be forwarded to the Executive Director of Human Resources. The Executive

Director of Human Resources will 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 will 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 will so notify the employee and the Department Head in writing and will provide the employee and Department Head with an approximate start date for the study.

- D. Determinations of the 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 will require City Manager approval before proceeding.
- F. All recommendations resulting from study findings require the approval of the City Council and will be implemented in accordance to the City's Civil Service rules.

ARTICLE V

5.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES

5.1 Assignment Pay Differential

A. Calculation of Pay Differential

Assignment pay differentials, as listed herein and throughout the MOU, will, in each case, be added individually and separately to the employee's base salary. In no event shall one (1) assignment pay differential be added to the employee's base salary as a basis for the calculation of an additional pay differential.

B. Eligibility

Employees who were eligible for, assigned, and received assignment pay under this section prior to June 30, 2013, shall continue to receive said pay under the current assignment formulas provided they continue to meet the qualifications described in the applicable assignment pay provisions of this article.

Employees hired after August 31, 2010, or hired before August 31, 2010, who did not receive assignment pay under this section prior to June 30, 2013, shall not be eligible to receive it.

C. Fleet Services

1. Automotive Service Excellence

Incumbents in the classifications of Fleet Services Technician I, II and III who possess nationally recognized certifications for Automotive Service Excellence Master Certification (ASE) and ASE Alternative Fuel will be paid an assignment pay differential at a rate set five (5) salary rate ranges, which is approximately (2.5%) for each of the certifications, above their then current base monthly salary step.

The restrictions set forth in Section 5.1B do not apply to this provision.

2. Fire Certification

The City and the SEIU 721 agree to meet and confer to discuss the addition of Fire Certifications if the City agrees to enter into any agreement in which they service Fire Department vehicles.

3. Commercial Driver's License

Personnel in the classifications of Fleet Services Technician I, II, III, and Fleet

Services Supervisor, who maintain a valid State of California Commercial Driver's License and are assigned to an area that requires the possession of either a Class "A," or Class "B" license in the course and scope of their work, shall be paid at a rate set five (5) salary rate ranges, which is approximately two and one-half percent (2.5%) above their then current base monthly salary step.

4. Motorcycle License

The City will reimburse employees in the classification of Fleet Services Technician I, II or III for costs incurred for accredited motorcycle training courses, testing and Department of Motor Vehicle (DMV) fees associated with obtaining the motorcycle (M1) license.

D. Notary

An employee that is required by a Department Head or their designee to perform the duties of a Notary Public for the City, in addition to regular duties, shall be paid a monthly differential of forty dollars (\$40.00) above his/her then current base monthly salary step.

The City will reimburse employees for costs incurred in association with obtaining or maintaining a California Notary Public license with Department Head approval.

5.2 Lead Pay

An incumbent who is regularly and continuously assigned to lead a functional unit which includes two (2) or more positions in the same 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.

In addition, incumbents in the following classifications who are regularly and continuously assigned to perform lead supervisory responsibilities will receive lead pay compensation at a rate set ten (10) salary rate ranges, which is approximately five percent (5.0%) above his/her then current base monthly salary step:

- Buyer
- Customer Service Representative
- Information Services Representative
- Librarian
- Library Services Assistant
- Parking Meter Technician II
- Senior Systems Administrator
- Graphics Designer II

- Senior Accounting Assistant
- Housing Specialist II
- Senior Librarian
- Workforce Specialist II
- Workforce Specialist III

An incumbent in the classification of Custodian who is regularly and continuously assigned to perform lead supervisory responsibilities will receive lead pay compensation at a rate set fifteen (15) salary rate ranges, which is approximately seven and one-half (7.5%) above his/her then current base monthly salary step.

Any employees who have continuously received lead pay for leading the same functional group for five (5) years shall have their lead pay assignment made permanent.

5.3 Bilingual Pay

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

A. Certification

Certification by the Executive Director 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, will be designated as Primary Bilingual Assignments.

A qualified incumbent of such position will be paid a monthly differential of one hundred and seventy-five dollars (\$175.00) above his/her base salary step for each full month of such assignment.

C. Secondary Bilingual Assignment

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, will be designated as Secondary

Bilingual Assignments.

A qualified incumbent of such position will be paid a monthly differential of forty dollars (\$40.00) above his/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.

E. Limits on Bilingual Pay

In no event shall an employee be eligible to earn more than one (1) bilingual pay differential.

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., will 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.

This shift pay differential shall not be applicable to employees in the classification of Park Ranger and Supervising Park Ranger.

B. Library Shift Differential

Employees hired and assigned to the Library prior to December 1, 1987, who work evening shifts until closing time, but who are not otherwise eligible for shift differential as provided under Subsection A above, shall receive special shift pay in an amount equal to one-half (0.5) of one (1) hour's pay for each day they work an evening shift until closing time.

This special shift pay shall be computed on the hourly equivalent of the base monthly salary step. This half hour of shift pay shall not be counted toward the computation of overtime.

Such special library shift pay differential shall not be applicable to library employees hired on or after December 1, 1987.

C. 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., will 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 their department to leave notice where they can be reached and be available to return to active duty at any time other than their 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 four hundred and fifty dollars (\$450.00) 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 rate, which may be prorated to an hourly rate of three dollars and fifty-two cents (\$3.52), based on a seven (7) day week or one hundred and twenty-eight (128) hours. 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

Employees in the following departments shall be required to serve on standby duty:

- Water Production
- Water Maintenance
- Public Works Maintenance
- Building Maintenance
- Information Services

The City's preference will 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 (1½) times the base hourly pay rate, or double times (2X) the base hourly pay rate for City observed holidays, 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, full-time 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 as follows:
 - Ten (10) consecutive working days of eight (8) hours each; or
 - Eight (8) consecutive working days of ten (10) hours each, for employees working on an alternative work schedule; or
 - Any combination of consecutive working days consisting of nine (9) hours each and one (1) working day consisting of eight (8) hours, for a total of 80 hours of work for employees working the 9/80 work schedule; or
 - Two (2) consecutive work weeks, consisting of three (3) eleven and one-half (11.5) hour days and one (1) five and one-half (5.5) hour day for a total of eighty (80) hours of work for employees working on an

alternative work schedule.

- c. In computing qualifying service rendered, only full days of actual duty shall be included, and partial days shall not be combined to make full days unless they are normally granted holiday hours. Normally granted holidays will be included in computing actual duty days.
 - d. Employees must re-qualify 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. Payment

1. On the eleventh (11th) consecutive working day an employee has been serving in a TUG assignment, and for each additional consecutive working day the employee so serves, he/she shall receive the beginning rate (Step "AAA") 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 or additives) 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. If the special circumstances upon which said additive is based are also applicable to the TUG assignment

and the employee remains eligible for such pay while in the TUG position, this amount will be added to the new salary rate range.

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

Employees appointed to a classification which requires an International Conference of Building Officials (ICBO), International Code Council (ICC), or other certificate(s) as a prerequisite to hiring, either upon appointment or by the time of the employee's completion of successful probation (regular appointment), shall not be eligible for career incentive pay for the prerequisite certificate(s). However, they will be eligible for career incentive pay for any other certificates approved for their classification.

In no event shall the application of this Career Development Incentive Program result in an individual being eligible to earn more than twenty-five (25) salary rate ranges, which is approximately twelve and one-half percent (12.5%) above his/her current monthly base salary step.

- A. An incumbent in one of the classifications listed below will be paid at a rate set ten (10) salary rate ranges (approximately five percent (5.0%) above his/her then current base monthly salary step for each of the following: valid registration as a Registered Engineer by the State of California and valid registration as a Structural Engineer by the State of California (a total of twenty (20) salary rate ranges (approximately ten percent (10.0%) for possession of both).

Additionally, said incumbents who possess a valid certificate issued by the ICBO, (or similar nationally recognized certifying organization) in the areas of accessibility/usability (one (1) specialty area), residential energy plan check, or non-residential energy plan check, shall be paid an incentive pay differential at a rate set above his/her then current base monthly salary step in accordance with the following schedule: One (1) certificate from one (1) specialty area: five (5) salary

rate ranges (approximately two and one-half percent (2.5%)); an additional certificate from a second specialty area (total of two (2)): ten (10) salary rate ranges (approximately five percent (5.0%)); an additional certificate from a third specialty area (total of three (3)): fifteen (15) salary rate ranges (approximately seven and one-half percent (7.5%)).

- o Assistant Engineer
- o Assistant Engineer-Transportation (T)
- o Associate Engineer
- o Civil Engineer
(This is a newly added classification, which is still subject to the eligibility limitations in Section 5.10 below)
- o Senior Civil Engineer
- o Senior Engineer
- o Senior Traffic Engineer
- o Assistant Plan Check Engineer I
- o Assistant Plan Check Engineer II
- o Associate Plan Check Engineer
- o Senior Plan Check Engineer
- o Senior Transportation Analyst

- B. An incumbent who was employed as of August 16, 1991 in the classification of Assistant Plan Check Engineer I or II, Associate Plan Check Engineer, or Senior Plan Check Engineer and who, as of December 31, 1987, had possessed a valid Plan Examiner Certificate issued by the ICBO shall continue to be paid at a rate set ten (10) salary rate ranges (approximately five percent (5.0%) above his/her then current base salary step.

However, effective January 1, 1988, said ten (10) range differential shall be reduced to five (5) salary rate ranges (approximately two and one-half percent (2.5%)), for any incumbent of said classifications who is issued his/her initial certificate on or after January 1, 1988.

- C. An incumbent in one of the classifications listed below who possesses a valid certificate issued by the ICBO, (or similar nationally recognized certifying organization) in the area(s) of building inspection, combination inspection, electrical inspection, mechanical inspection, plumbing inspection, combination dwelling inspection, plan examining, accessibility/usability (one (1) specialty area), residential energy plan check, or non-residential energy plan check, shall be paid an incentive pay differential at a rate set above his/her then current base monthly salary step in accordance with the schedule listed below.

Incumbents who possess a valid certificate issued by the ICBO in combination inspection may substitute this for building inspection or combination dwelling inspection; however, incumbents shall not receive incentive pay for more than two (2) of these three (3) certificates.

- o PC 832
- o Basic Module (SCACEO/CACEO)
- o Accessibility Inspector/Plans Examiner
- o Permit Technician
- o Coastal and Floodplain Construction Inspector
- o Disaster Response Inspector

If an incumbent has already completed both the SCACEO/CACEO Intermediate and the SCACEO/CACEO Advanced certifications, upon completion of any other four (4) certificates from the menu above, said employee shall be eligible to receive the additional five (5) salary rate ranges (approximately two and one-half percent (2.5%) total) pay additive for the Intermediate/Advanced certifications.

In no event shall the expansion of current certificate pay opportunities result in an employee being eligible to earn more than twenty-five (25) salary rate ranges (approximately twelve and one-half percent (12.5%)) in pay additives for Career Development Incentives above his/her then current base monthly salary step.

- E. An incumbent in one of the classifications listed below who possesses a valid certificate issued by the ICBO (or similar nationally recognized certifying organization) in the areas of reinforced concrete, structural masonry, structural steel/welding, electrical inspection, plumbing inspection, plans examiner, or C27 landscape contractors license, shall be paid an incentive pay differential at a rate set above his/her then current base monthly salary step in accordance with the following schedule: One (1) certificate from one specialty area: five (5) salary rate ranges (approximately two and one-half percent (2.5%)); an additional certificate from a second specialty area (total of two (2)): ten (10) salary rate ranges (approximately five percent (5.0%)); an additional certificate from a third specialty area (total of three (3)): fifteen (15) salary rate ranges (approximately seven and one-half percent (7.5%)); an additional certificate from a fourth specialty area (total of four (4)): twenty (20) salary rate ranges (approximately ten percent (10.0%)); and an additional certificate from the fifth specialty area (total of five (5)): twenty-five (25) salary rate ranges (approximately twelve and one-half percent (12.5%)).
- o Construction Inspector
 - o Senior Construction Inspector
(This is a newly added classification, which is still subject to the eligibility limitations in Section 5.10 below)

- F. An incumbent in the classification listed below who possess a valid certificate issued by the ICBO (or similar nationally recognized certifying organization) in the areas of plumbing inspection, electrical inspection, plans examiner, C27 landscape contractors license, turf grass management, or certified arborist by the International Society of Arboriculture (ISA), shall be paid an incentive pay differential at a rate set above his/her then current base monthly salary step in accordance with the following schedule: One (1) certificate from one specialty area: five (5) salary rate ranges (approximately two and one-half percent (2.5%)); an

additional certificate from a second specialty area (total of two (2)): ten (10) salary rate ranges (approximately five percent (5.0%)); an additional certificate from a third specialty area (total of three (3)): fifteen (15) salary rate ranges (approximately seven and one-half percent (7.5%)); an additional certificate from a fourth specialty area (total of four (4)): twenty (20) salary rate ranges (approximately ten percent (10.0%)); and an additional certificate from the fifth specialty area (total of five (5)): twenty-five (25) salary rate ranges (approximately twelve and one-half percent (12.5%)).

- o Contracts Administrator

G. An incumbent in one of the classifications listed below who possesses a valid certificate issued by the ISA as a certified arborist shall be paid at a rate of set five (5) salary rate ranges (approximately two and one-half percent (2.5%)) above his/her then current base monthly salary step.

- o Projects Manager
- o Tree Maintenance Supervisor
- o Tree Trimmer
- o Maintenance Worker II (assigned to the tree crew)
- o Public Works Projects Specialist

H. An incumbent in the classification listed below who possesses a valid certificate issued by the ISA as a certified Tree Worker shall be paid at a rate of set five (5) salary rate ranges (approximately two and one-half percent (2.5%)) above his/her then current base monthly salary step.

- o Maintenance Worker II (assigned to the tree crew)

5.10 Limitation on Career Development Incentive Pay

A. With the exception of the employee classifications listed in Subsection 5.10(B), employees already receiving career development incentive pay under Section 5.9 prior to June 30, 2012 and who continue to meet the qualifications described in the applicable career development incentive pay provisions of Section 5.9 shall continue to receive said pay under the current career development incentive pay formulas. Employees who did not receive career development pay prior to the June 30, 2012 shall not be eligible to receive it.

B. The employee classifications listed below and already receiving career development incentive pay under Section 5.9 prior to June 30, 2013 and who continue to meet the qualifications described in the applicable career development incentive pay provisions of Section 5.9 shall continue to receive said pay under the current career development incentive pay formulas. Employees in the classifications listed herein below who have not received career development pay prior to the June 30, 2013 will not thereafter be eligible to receive it.

- Assistant Engineer
- Assistant Engineer-Transportation (T)
- Associate Engineer
- Civil Engineer
- Senior Civil Engineer
- Senior Engineer
- Senior Traffic Engineer

C. Any employee hired after September 30, 2010 shall not be eligible to receive career development incentive pay under the career development incentive pay provisions of Section 5.9.

5.11 Court Appearances

A. City Business

Compensation for court appearances due to City business shall be as follows:

1. For each required court appearance (including but not limited to, depositions, meetings, and interviews) during an employee's off-duty time, said employee shall be paid overtime for the period of time from their arrival at court until they are released from court or the court session closes for that day. However, in no case shall an employee receive less than two (2) hours overtime for a court appearance.

If separate court appearances are made both in the morning and afternoon of a particular day, a minimum of two (2) hours overtime will be allowed for each session attended.

If the employee is not released from a morning session and must remain available for afternoon court, the employee shall be paid overtime for all hours the court is in session that day.

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

2. A subpoenaed employee scheduled to appear in court (including but not limited to depositions, meetings, and interviews) on City business during off-duty time may be placed in a standby status by the Department Head or his/her authorized representative if the employee can respond to the court, if called, within sixty (60) minutes of the employee's notification.

In the event such off-duty employee is on standby status during any court session and is not required to appear in court, such employee shall be compensated two (2) hours on a straight time basis, for each said court session. With the approval of the Department Head, the employee may elect, in lieu of

paid time, to take two (2) hours of compensatory time off for the standby time and not appearing in court.

If such off-duty employee on standby actually appears in court, he/she shall be compensated as provided in Section 5.11A(1).

B. Jury Duty or Witness

1. 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 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.

2. 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 in the workweek schedule of an employee.
- 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 XVIII - City Rights.

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, 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.

For example:

An employee working a Monday through Friday work schedule who takes nine (9) hours of vacation leave on Monday and works his/her normal thirty-one (31) hours Tuesday through Friday, would not earn overtime for two (2) hours he/she volunteered to work extra on Saturday. However, if that same employee had been required by his/her supervisor or management to work the two (2) hours on Saturday, as opposed to volunteering, the two (2) hours would be compensated as overtime.

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, with Department Head approval, 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 will 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 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.

6.8 Overtime Work on a Holiday

Work on an observed holiday which would otherwise be a scheduled day off for the employee will be paid as overtime.

ARTICLE VII

7.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM

7.1 Purpose

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

7.2 Eligibility

- A. Applications for tuition reimbursement will be considered only from permanent employees who have completed probation.
- B. Employees receiving financial assistance from other sources such as the G.I. Bill, scholarships, etc. shall be eligible for reimbursement, subject to Section 7.3C, in an amount not to exceed the difference between the cost of tuition and the amount of the other financial assistance received.
- C. Applications will be approved only for courses directly related to the employee's job or directly related to a promotional position in the employee's occupational specialty.
- D. Courses not ostensibly related to the employee's job, but which are required to qualify for a degree that is directly related to his/her job, may be reimbursable only after all required occupationally related courses have been completed.
- E. Prior to receiving tuition reimbursement, employees must submit documentary proof of having received a grade of not less than "C" for the course. For courses based on a pass/fail criterion, a pass must be received. If objective ratings are not rendered for a specific course, then a certificate of successful completion must be submitted.
- F. Approval will be limited to the following:
 - 1. Courses given by accredited colleges and universities, city colleges or adult education courses under the sponsorship of a Board of Education.

The accredited colleges and universities must come from one (1) of the six (6) regional accreditation bodies for the United States (as approved by the

Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges.

2. Workshops, seminars, conferences and similar activities, not identifiable as a formal course of instruction within the curriculum of a recognized educational institution, do not fall within the purview of this program but may be authorized and funded by the interested department without coordination with the Human Resources Department.

G. When an employee is required by his/her Department Head to attend a particular course or seminar, the expense shall be borne entirely by the department.

7.3 Reimbursement

A. Reimbursement will be based on the cost of tuition, required enrollment/registration fees, related miscellaneous fees (health, parking, student union fees, equipment, etc.), all required texts/eBooks, and related materials for each course. Additional expenses, such as meals and lodging are not reimbursable.

B. Costs for required texts are eligible for one hundred percent (100%) reimbursement subject to the following conditions:

1. That a duplicate of the required text(s) was unavailable for loan from the departmental libraries prior to the commencement of course work;

2. That any textbook(s) purchased by the City shall be submitted to the employee's respective departmental library in order that such text(s) may be made available to all employees.

C. The maximum tuition reimbursement is two thousand five hundred dollars (\$2,500) per fiscal year, which the employee may claim either as costs are incurred during the year or as a single lump sum. The maximum tuition reimbursement applies to any reimbursements provided in this article.

7.4 Procedures

A. An employee who desires to seek tuition reimbursement under the provisions of this article must complete, in duplicate, an *Application for Training and Educational Assistance Form* and submit it to his/her Department Head, including a course schedule or description, prior to the commencement the class(es) or the payment of fees for registration/tuition.

B. The Department Head will recommend approval or disapproval based on

established criteria and budgetary constraints and then forward the application to the Executive Director of Human Resources.

- C. The Executive Director of Human Resources or his/her designee will approve or disapprove the application for the City Manager. One (1) copy will be returned to the employee and the duplicate will be retained by the Human Resources Department. It is advisable that the applicant accomplish the procedure so far described in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy prior to the inception of the course or disbursement of personal funds.
- D. The employee will submit his/her copy of the approved application to Human Resources Department within three (3) months after he/she has completed the course and received his/her final grade. The employee must include official verification of his/her final grade with appropriate receipts for tuition and textbook costs. These will be returned to the employee upon request. Applications not submitted to the Human Resources Department within three (3) months following completion of the course become void.
- E. Upon receipt of the application and required documentation, the Human Resources Department will determine whether the completed course of instruction is compatible with the provisions of this article and will compute the amount of reimbursement, authenticate the application and forward it to the employee's Department Head.
- F. The Department Head will then authorize the Finance and Management Services Agency to reimburse the employee the approved amount out of the budget of the department concerned.

ARTICLE VIII

8.0 HOLIDAYS

8.1 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 President's 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, or credited, equivalent to the employees' regularly scheduled work shift.

For example:

- *An employee assigned to a 4/10 work schedule would receive ten (10) hours of holiday pay or credit for each holiday.*
- *An employee assigned to a 9/80 work schedule with alternating Fridays off would receive nine (9) hours of holiday pay or credit for each holiday, even if the holiday fell on the employee's regular eight (8) hour Friday or scheduled Friday off.*

C. Floating Holidays

1. Floating holidays shall be credited to each employee's holiday bank on January 1st of each year.
2. A floating holiday shall be credited at a rate equivalent to the employee's regularly scheduled work shift.

For example:

- *An employee assigned to a 4/10 work schedule would receive ten (10) hours of credit in their holiday bank for the floating holiday.*
- *An employee assigned to a 9/80 work schedule with alternating Fridays off would receive nine (9) hours of credit for the floating holiday.*

8.2 Holiday Bank

Eligible employees shall be credited, in a manner consistent with Section 8.1, with hours for all holidays listed in this article. The hours shall be credited to the employee's holiday bank at the beginning of each calendar year in lieu of earning the paid holidays as they occur.

1. Eligible employees are:

- Employees with regularly scheduled days off other than Saturday and Sunday.
- Employees with alternative work schedules in:
 - Community Preservation
 - Police Records

- Correctional Records
- Fleet Services Divisions

- Employees on a 9/80 work schedule.

If any employee working in the above referenced categories separates from employment prior to December 31st of any year and has exhausted hours of holiday time (listed in Section 8.1) over their annual accrual, the value of hours not yet accrued but used shall be deducted from the final paycheck.

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

8.3 Modified Holiday Schedule - Library Employees

Full-time employees assigned to the Library Department shall, during the term of this MOU, observe holidays on the dates specified in Section 8.1 above.

8.4 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 8.1 above.
- B. A newly appointed employee must complete six (6) months of continuous full-time service in order to earn the Floating Holiday listed in Section 8.1 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.

8.5 Use of Holiday Time

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

8.6 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.

8.7 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 8.1 on:
 - Tuesday, December 24, 2019 (Last work day before Christmas Day)
 - Wednesday, December 25, 2019 (Christmas Day)
 - Wednesday, January 1, 2020 (New Year's Day)
- 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 8.1 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 will 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 will 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 8.1 on:

- Friday, December 24, 2021 (Last work day before Christmas Day)
 - Employees whose regular day off is on Friday, December 24th will 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 will 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 three dollars and fifty-two cents (\$3.52) 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 8.7C 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 IX

9.0 VACATION

9.1 Purpose

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

9.2 Accrual

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

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

B. 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 for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service time for vacation accrual purposes.

9.3 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 full-time service, an employee may be allowed to take all or a proportionate fraction of his or her earned vacation, subject to scheduling approval of the employee's supervisor.

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. Minimum Usage

Upon the completion of two (2) years of continuous service, each employee must take at least five (5) working days of vacation off each calendar year.

D. Time of Usage

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

E. Limitation on Usage

With the exception of a retiring employee, no employee is granted, and no employee shall be allowed to take any vacation leave with pay in excess of fifty (50) working days or four hundred (400) hours in any one (1) calendar year.

9.4 Computation of Vacation Use

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.

9.5 Continuous Service Requirement

- A. A period of earlier service does not apply toward vacation accumulation when an employee has had a break in continuous service, unless the break in service is concluded by reappointment or reemployment from layoff within one (1) year.
- B. Leave of absences without pay, as provided in this MOU, do not constitute a break in continuous service as used in this section; however, the unpaid leave of absence period shall not be applied toward the accumulation of vacation.
- C. Absences due to any statutorily protected leave (i.e. pregnancy disability, FMLA/CFRA, or military leave) shall not constitute a break in service even if the employee was not in a paid status. Such time counts as time in service and the period of absence shall be applied toward the accumulation of vacation.

9.6 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 one hundred (100) hours.
- July 1, 2020 through December 31, 2020: Up to fifty (50) 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.

9.7 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. An employee whose vacation bank is at the maximum of what he/she can accumulate shall not continue to accrue vacation until the amount of his/her vacation bank is reduced below the maximum cap.
- C. No employee may accumulate, or carry over from one (1) calendar year to the next, more than the maximum vacation hours as follows:

Completed Service (in years)	Max Accumulation Cap (in hours)
1	80
2	160
3	200
4	240
5	240
6	244
7	252
8	260
9	268
10	276
11	284
12	292
13	300
14	308
15	316
16	328
17	344
18	360
19	376
20	392
21 or more	400

D. Special Provision for 2019 Calendar Year

1. Any employee with an accumulation of vacation hours in excess of his/her maximum accumulation cap shall be allowed to maintain such hours in his/her vacation bank through December 31, 2019.
2. Employees who have “must use” vacation hours in calendar year 2019 will no longer accrue additional “must use” vacation hours after December 31, 2019.
3. Any employee with “must use” vacation over the maximum accumulation caps, as defined in this section, on January 1, 2020 must use or cash-out the remaining

“must use” vacation hours they earned in 2019. Any employee with unused “must use” vacation hours as of January 2, 2020 will forfeit those hours.

- E. Notwithstanding the foregoing, any affected employee who is in jeopardy of losing vacation because of department staffing needs, may with the approval of the Department Head, Executive Director of Human Resources and City Manager, receive a thirty (30) day extension beyond the normal cutoff date so that such employee will not lose vacation time.

ARTICLE X

10.0 OTHER LEAVES OF ABSENCE

10.1 Sick Leave

A. Definition

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 or domestic violence, sexual assault, or stalking.

B. Accrual

Each employee shall be entitled to, and shall earn eight (8) hours of sick leave for each full calendar month of service in which he/she is employed by the City with full pay; provided, however, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave as aforesaid.

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 or 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 will be processed 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 employee remains off work longer than fourteen (14) days due to the same workers' compensation related illness or injury, the employee will have the three (3) sick days used re-credited back to his/her account. The City pays the employee workers' compensation benefits for such illness or injury starting on the fourth (4th) day.

- 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 accrual will be capped at sixteen hundred (1600) 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 first 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 his/her department.

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 any future 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 forty-eight (48) 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 employees’ 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.

J. Payment for Unused Sick Leave

1. Except in cases of disability retirement, upon non-disciplinary termination of employment and at least ten (10) years of cumulative full-time service with the City, an employee shall be entitled to receive a portion of their total accumulated and unused sick leave balance upon the effective date of such termination, at the rate of pay effective on the date of such termination.

Upon termination of employment with the City, all employees must deposit one hundred percent (100%) of their accumulated, but unused sick leave hours into their Retirement Health Savings (RHS) account, based on the criteria below:

- For employees who had less than ten (10) years of service with the City as of September 30, 2010, the maximum sick leave eligible, after ten (10) years of full-time service, shall be equal to one third (1/3) of the total sick leave accumulated, up to a maximum of three hundred and twenty-five (325) hours.

- For employees who have at least ten (10) years of full-time service with the City prior to October 1, 2010, the maximum sick leave eligible, after ten (10) years of full-time service, shall be equal to one third (1/3) of the total sick leave accumulated, up to a maximum of four hundred and twenty-seven (427) hours.
 - For employees who have at least fifteen (15) years of full-time service with the City, the maximum sick leave eligible shall be equal to two-thirds (2/3) of the total sick leave accumulated, up to a maximum of one thousand and sixty-seven (1067) hours.
2. A lump sum payment of the amount shall be made to the beneficiaries of any eligible employee whose death occurs while such employee is an active employee of the City. Such payment shall be in the amount as described above and at the rate of pay in effect on the date of death.

10.2 Bereavement Leave

- A. An employee shall be granted up to three (3) working days 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 two (2) additional work days of leave charged to their Personal Necessity Leave balance when authorized by their Department Head.

10.3 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 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 one (1) year of service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

10.4 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.

10.5 Unauthorized Absence

Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without approved leave for five (5) consecutive working days shall be deemed a resignation from the 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.

10.6 Authorized Absences 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.

10.7 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. Upon receipt of such notice, the Department Head will take steps necessary to restore the employee to his/her former position.

10.8 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.

10.9 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 therefrom. Such reasonable leave of absence shall not exceed four (4) months. However, an employee may be granted up to an additional two (2) months of leave, at the discretion of the City Manager 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 pregnancy leave must give 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.

10.10 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 purpose 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 LTD 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 selected by the Department Head or his/her designee.
3. All donations must be made in two (2) hour increments, except for floating holiday donations which must be made in full days (to be credited to recipient based on the donor’s amount of hours for the floating holiday).
4. Any authorization of donations not made in accordance with the procedures outlined in Section 10.10C(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 X.

B. Eligibility

Regular 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 10.10A(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 10.10A.
5. The City shall add the donated time to the recipient's sick leave bank.

ARTICLE XI

11.0 EMPLOYEE INSURANCE BENEFITS

11.1 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, up to the listed maximums:

a. Through December 31, 2019

SINGLE (Employee Only)	\$ 654.00
2-PARTY (Employee + 1)	\$1,307.00
FAMILY (Employee + all dependents)	\$1,700.00

b. January 1, 2020 through December 31, 2020

SINGLE (Employee Only)	\$ 704.00
2-PARTY (Employee + 1)	\$1,357.00
FAMILY (Employee + all dependents)	\$1,750.00

c. January 1, 2021 through December 31, 2021

SINGLE (Employee Only)	\$ 754.00
2-PARTY (Employee + 1)	\$1,407.00
FAMILY (Employee + all dependents)	\$1,800.00

d. Effective January 1, 2022 and continuing thereafter

SINGLE (Employee Only)	\$ 804.00
2-PARTY (Employee + 1)	\$1,457.00

FAMILY (Employee + all dependents) \$1,850.00

The above amounts are 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 fifty percent (50%) of the total monthly premium amount 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).

11.2 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 shall contribute a maximum amount of up to ninety dollars (\$90.00) per month [which will increase to one hundred dollars (\$100.00) effective January 1, 2020, and then to one hundred and five dollars (\$105.00) effective January 1, 2021, and then to one hundred and ten dollars (\$110.00) effective January 1, 2022] for each employee toward the payment of premiums for dental insurance plans provided by the City for employees and their eligible dependents.
- 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.

11.3 Long-Term Disability Insurance

- A. The City shall contribute up to ten dollars and thirty-nine cents (\$10.39) per month for each employee enrolled in the one hundred and thirty (130) day elimination period long-term disability (LTD) plan. The LTD plan provides a maximum benefit of two-thirds (2/3) of the employee's salary up to twenty-five hundred dollars (\$2500.00) per month.

For employees who elect to upgrade their LTD benefit coverage to a sixty (60) day elimination period plan, the City will contribute up to eleven dollars (\$11.00) per month. This plan provides a maximum benefit of two-thirds (2/3) of the employee's salary up to five thousand dollars (\$5,000.00) per month.

Any amount necessary to maintain benefits under the LTD insurance plans provided by the City in excess of these amounts shall be borne by the employee.

- B. Effective January 1, 2020 and continuing thereafter, the City shall increase the LTD benefit plan coverage to a sixty (60) day elimination period, with a five thousand dollar (\$5,000.00) per month maximum benefit, for all employees.

The City shall provide each employee with this upgraded LTD plan at no cost to the employee.

11.4 Life Insurance

- A. The City shall provide each employee with a thirty thousand dollar (\$30,000) group term life insurance policy and a thirty thousand dollar (\$30,000) Accidental Death and Dismemberment (AD&D).
- B. Effective January 1, 2020, the City shall increase both the group term life insurance policy and the AD&D coverage to fifty thousand dollars (\$50,000) for each employee.
- C. The City shall provide these life insurance benefits at no cost to the employee.

11.5 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.

11.6 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 criteria in Section 10.1J and 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 12.3A and Government Code §20965.

11.7 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 XII

12.0 RETIREMENT BENEFITS

12.1 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).

12.2 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 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.

12.3 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 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 XIII

13.0 TOOLS

13.1 Personal Tools

Employees in the following classifications shall provide their own personal tools which are ordinarily used in their trade:

- Fleet Services Technician I
- Fleet Services Technician II
- Fleet Services Technician III
- Fleet Services Supervisor

13.2 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 one of the classifications listed in Section 13.1 above.

These employees shall be allowed up to eleven hundred dollars (\$1100) per fiscal year in order to purchase tools which, in the sole determination of the Fleet Services Manager, are necessary for the performance of such employees' job duties.

Employees will either be reimbursed for their tool purchases or they may purchase tools from the vendor who will then bill the City for the purchases.

Employees will be allowed to carry over their unused tool allowances for not more than two (2) consecutive fiscal years.

13.3 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 XIV

14.0 UNIFORMS

14.1 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 with 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 employees.
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 with three (3) sets of uniforms and one (1) sweater.

ARTICLE XV

15.0 SAFETY

15.1 Central Safety Committee

The Union may designate two (2) representatives and two (2) alternates, who may attend only in either of the representatives' absences, to serve on the City's Central Safety Committee.

15.2 Safety Shoes/Boots

- A. The City agrees to pay up to three hundred dollars (\$300) per fiscal year per employee, for the purchase and/or repair of approved safety shoes/boots.

The option of purchase and/or repair shall be at the sole discretion of each employee.

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

- B. Employees will be allowed to use this allowance to purchase insoles or other shoe/boot related accessories.
- C. Code Enforcement employees who are regularly assigned to work involving confiscation or retrieval of evidence or who must regularly enter dangerous or abandoned properties will be eligible for a safety shoe/boot allowance. Code Enforcement employees will be allowed to use this allowance to purchase uniform shirts as approved by the department manager or his/her designee.
- D. 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).
- E. 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.

- F. 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 XVI

16.0 GRIEVANCE PROCEDURE

16.1 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. Employees may dispute any written reprimand filed in their official personnel file through the grievance procedure.

16.2 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.

16.3 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.

C. Fourth Step – Advisory Arbitration

If the grievance is not resolved at the Third Step, the Union may request that the grievance be submitted to advisory arbitration for issuance of a recommendation. The Union must advise the Human Resources Department within ten (10) calendar days of receipt of the decision from the City Manager at Step 3 of its desire to request to have the matter considered by an arbitrator. Upon request to submit the matter to arbitration, unless the parties can agree on an arbitrator to hear the grievance, the City will request a list of seven (7) arbitrators from the State

Mediation and Conciliation Service. Upon receipt of the list, the parties will strike names, with the Union striking first. Once an arbitrator is selected, he/she will conduct a hearing regarding the grievance. The cost of the arbitrator shall be equally shared between SEIU and the City. Once the arbitrator issues his/her advisory recommendation to the parties, the recommendation shall be submitted to the City Manager who will make a final decision on the grievance within twenty (20) calendar days of his/her receipt of the recommendation.

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

16.4 Reservation of Rights

After the procedures set forth in this article have been exhausted, the grievant, the Union, and the City shall have all rights and remedies to pursue said grievance under the law.

ARTICLE XVII

17.0 UNION RIGHTS

17.1 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, work site leaders, or stewards.

Such reasonable number of work site leaders and stewards recognized by the City shall be limited to eighteen (18) employees.

- B. The City's Employee Relations Manager shall be provided with a list of the names and classification titles of the Union's officers, work site 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.

17.2 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 Article XVI.

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 three hundred (300) 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 three hundred (300) 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

1. During the term of this MOU, the City agrees to grant the Union's Chapter Chair/President (President) half of his/her work week as paid release time which shall be reimbursed to the City by the Union. Such release time is subject to the following terms and conditions:
 - a. The President will conduct any union business performed during the half of his/her work week while on release time under this section off the worksite. However, the President may conduct union business on worksites pursuant to Section 17.3 - Worksite Access.
 - b. The Department Director of the President may approve additional time off for the President to attend union seminars and other business on a prescheduled basis. Such additional time off shall be paid for by the Union or deducted from the President's vacation or compensatory time bank.

- c. Upon written request of the Union, the Department Director of the President will schedule the President to be offsite for half of each workday to conduct union business. The Department Director shall schedule the President to be onsite working on City business each half day of each normal work week.

The Department Director may change the schedule of the President upon reasonable notice to the employee.

- d. During the period of time the President is performing City work, he/she shall receive no union-related phone calls or visitors. Persons who call or wish to see the President regarding union-related matters during his/her work time shall be referred to the Union's offsite office.
- e. Time spent by the President on Chapter Chair/President's Leave shall not be considered time worked for the computation of overtime according to the FLSA.
- f. The Union shall reimburse the City for one hundred percent (100%) of the employee's salary, including any premium payments and benefit costs, for the Chapter Chair/President's Leave time.

The Union agrees to pay for Union Business Leave and Chapter Chair/President's Leave within thirty (30) calendar days of receipt of the bill from the City. The bill will be sent on a monthly basis.

If the bill is not paid within thirty (30) calendar days of receipt, the City shall deduct such amount from the union dues collected from the employees on behalf of the Union. In the event a portion of the bill is rightfully contested, the City shall only deduct the non-contested portion from the union dues.

Any issues related to the bill must be brought to the attention of the Executive Director of Human Resources within fifteen (15) calendar days of its receipt and must be resolved within the remaining fifteen (15) calendar days, so that the bills are paid in a timely manner or within thirty (30) calendar days of its receipt.

2. Evidence of Insurance

- a. The Union shall provide an insurance policy or policies, or certificate of such insurance, naming the City, its officers and employees as insured or additional insured which provides coverage against liability for any and all claims and/or suits for damages or injuries to persons or property resulting from or arising out of any act or omission of said union representative. Said policy or policies of insurance shall provide coverage for both bodily injury and property damage not less than the following minimum amounts: one

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

- b. The Union shall provide the City with an insurance carrier certifying that it carries primary workers' compensation insurance on behalf of said union representative and the policy shall not be canceled nor coverage reduced until after ten (10) business days' notice has been given in writing to the City.

3. Indemnity Clause

The Union shall indemnify and save harmless the City, its officers and employees from and against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents to the City. The Union shall defend, indemnify, and save harmless the City, its officers and employees from any kind and all claims to demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitations, workers' compensation claims, resulting from or arising out of the negligent acts, errors, or omissions, arising out of the intentional or malicious acts of the union's representatives.

4. Duty Requirements

The Union and the City agree that the President will not be required to carry out any City duties during the time they are on Chapter Chair/President's Leave for half of the normal work week.

The President will be required to comply with the rules and regulations of the City as they apply to off-duty employees, except such President will not be required to report to work for any purpose during the half of the normal work week designated as Chapter Chair/President's Leave time.

5. Return to Duty

Upon return to full-time City duty from Chapter Chair/President's Leave of half of the normal work week, the President shall be restored to the same position without loss of any benefits as he/she would have occupied or accrued if there had been no disruption in duty status.

D. Meet and Confer

1. In the event 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 any 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. The President shall have half of the normal work week, or one thousand and forty (1,040) hours per year, of time off to conduct union business. Such time shall be paid by the City and reimbursed to the City by the Union.
4. 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.

17.3 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 or 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 meetings 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.

17.4 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. Material 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.

17.5 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 such City facilities to discuss or present any matter that is prohibited by State law or the City Charter.

17.6 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 dedicated 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.

17.7 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. full-time 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.

17.8 New Employee Orientations

The City agrees to distribute union membership pamphlets to bargaining unit employees at the new employee orientation sessions conducted by the City, if such sessions are conducted.

ARTICLE XVIII

18.0 CITY RIGHTS

18.1 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.

18.2 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 XIX

19.0 ANTI-STRIKE CLAUSE

19.1 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.

19.2 Union Responsibility

In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 19.1A 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 XX

20.0 LAYOFFS

20.1 Notice of Layoff

It is the hope of the City not to separate any employee(s) from employment because of a reduction in the 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.

20.2 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.
- C. Any dispute over the application of the principles outlined in this article shall be subject to the grievance procedure.
- D. 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.
- E. 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.

20.3 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.

20.4 Temporary Appointment

An employee who is laid off from full-time City employment pursuant to this article, may be granted a temporary appointment to a vacant 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.

20.5 Contracting Out

If it is decided to contract out work currently being performed by employees of this bargaining unit and it is projected that no employee covered by this MOU is to be laid off, receive a reduction in hours worked, or receive a loss in pay due to said contracting out, the City shall provide the Union reasonable notice of the decision to contract out, will meet with the Union upon the Union's request over the impact of the decision to contract out, and will consider reasonable alternatives provided by the Union.

If the City determines to replace employees covered by this MOU by contracting out the work it will expeditiously notify the Union of its intentions. Upon request by the Union the City will schedule meetings with the union leadership to discuss this objective and give the Union the opportunity to present information before any final decision. The City and union leadership agree to commence meeting with each other when practicable for a period not to exceed forty-five (45) calendar days, unless mutually agreed to meet longer. At the end of the agreed upon time and if the parties have not achieved satisfactory resolution, the issues will be resolved per the impasse process).

Notwithstanding the above paragraph, if any bargaining unit member is laid off as a result of a decision by the City to contract out work, the City shall make a reasonable effort to cause the affected employee(s) to become employed by the company or entity with which the City contracted for the applicable services.

Prior to bringing any requests for proposal (RFP) to the City Council which would result in the contracting out of bargaining unit work, and prior to any such requests being issued seeking such proposals, the parties agree to the following:

- A. The City will inform SEIU in writing of its intent to submit such request to the City Council for approval.
- B. The City will inform SEIU in the same writing of its right to request to meet to discuss the proposed RFP prior to bringing it to the City Council or seeking such proposals to give SEIU the opportunity to discuss its position regarding the RFP with the City.

- C. The City agrees to meet with SEIU (at its request) at least twice within twenty (20) working days of the written notification of the RFP to consider SEIU's positions regarding the RFP. The City agrees that upon mutual agreement of the parties, it will agree to meet more than twice prior to bringing the RFP to the City Council and upon mutual agreement may agree to give SEIU more than twenty (20) working days in which to conduct the meetings with the City representatives.
- D. The City also agrees that if the existing employees who will be impacted by the contracting out (i.e. those employees whose work will be contracted out if there is an RFP accepted by the City) wish to bid for the work by submitting a response to the RFP, the City will consider such response along with the other responses received.
- E. After the City receives the bids and identifies the most responsible bidder, the City will notify the Union, who will have five (5) calendar days to submit information to the City as to why it believes the City should keep the work in house and how the employees in this unit can perform the work.

ARTICLE XXI

21.0 MISCELLANEOUS PROVISIONS

21.1 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 discussions 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 the Union's written request to meet.

21.2 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.

21.3 Driving City Vehicles

A. Driver's Alert Decal-Based Monitoring Program

By identifying high-risk driving behavior and drivers who engage in unsafe driving acts, the purpose of this program is to intervene quickly to correct and control these risk factors and high-risk activities.

Driver's Alert SMART RISK™ identifies the specific drivers who are at high risk to cause an at-fault crash, so it can be prevented. Reporting is done via 1 (800) number and an identification number on "How Am I Driving?" decals affixed to City vehicles. Reports will be transmitted to the impacted manager and can include complaints or compliments regarding a driver's activity.

There is currently no discipline or reward policy in place that would impact employees being reported by this program.

B. Automatic Vehicle Location (AVL) System

The automatic vehicle location (AVL) system is a means for automatically determining the geographic location of a vehicle and transmitting information to a requestor.

Reporting information from AVL will include route, vehicle operations, destination and idle times. The information will be used to monitor the location and usage of a

vehicle to ensure the most energy and time-efficient routing and operation of vehicles. AVL database information may only be accessed and subsequently used by supervisory and management employees in participating division operations.

The AVL system is not intended to monitor employee behavior; however, it may provide, but not prove to be the sole basis, for disciplinary action if data indicates employee failure to provide efficient and productive service throughout the workday.

ARTICLE XXII

22.0 FULL UNDERSTANDING, WAIVER & SEPARABILITY

22.1 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.

22.2 Rules and Regulations

Notwithstanding the abovementioned 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.

22.3 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.

22.4 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.

22.5 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 XXIII

23.0 TERM OF MOU

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

EXECUTION OF THE NEW AGREEMENT


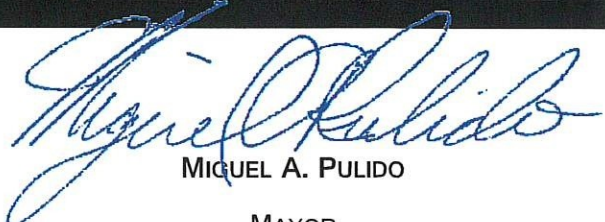


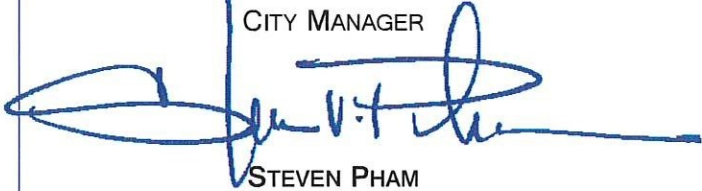
On November 7, 2019, this MOU was ratified by a simple majority vote of unit employees who are in full-time classifications represented by the Union.

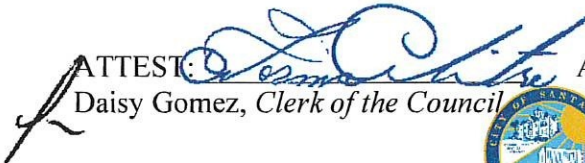
On November 19, 2019, this MOU was approved by a vote of the City Council of the City of Santa Ana on agenda item# 20D.

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

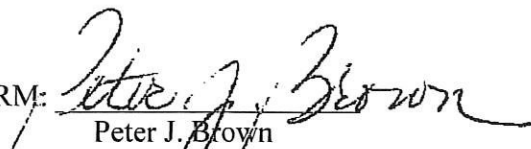
In witness thereof, the parties hereto have caused this agreement to be executed this 20th day of November 2019.

PARTIES TO THE AGREEMENT

<i>SEIU Local 721 Full-Time Employees Unit</i>	<i>City of Santa Ana</i>
 WENDY A. THOMAS, CHIEF NEGOTIATOR SEIU LOCAL 721	 MIGUEL A. PULIDO MAYOR
 MONICA SUTER CHAPTER PRESIDENT	 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

SEIU Local 721 Bargaining Committee

Angel Agosto
Public Works – Water

Teresa “Terri” Ibarra
Library

Robert Aguirre
Public Works – Engineering

Jaime V. Lopez
Community Development

Tony Carrillo
Fleet Services

Jorge “George” Navarro
Public Works - Water

Richard “Rick” Charbeneau
Public Works – Water

Robert Strong
Police Department

Robert Gonzales
Public Works – Water

Jonathan Vargas
Public Works - Water

Dora Holguin
Community Development

Paula Wood
Police Department

EXHIBIT A
LIST OF REPRESENTED FULL-TIME CLASSIFICATIONS

Accountant I
Accountant II
Accounting Assistant
Accounting Assistant/Systems Technician
Accounts Payable Supervisor
Active Transportation Coordinator
Arts & Culture Specialist
Asset Management Analyst
Assistant Buyer
Assistant Engineer
Assistant Fleet Services Technician
Assistant Instrument Technician
Assistant Librarian
Assistant Parks/Landscape Planner
Assistant Plan Check Engineer I
Assistant Plan Check Engineer II
Assistant Planner I
Assistant Planner II
Assistant Traffic Operations Engineer
Associate Engineer
Associate Park and Landscape Planner
Associate Plan Check Engineer
Associate Planner
Bibliographic Technician
Building Inspector
Building Maintenance Aide
Building Maintenance Supervisor
Building Maintenance Technician
Building Technician
Business Tax Collector/Inspector
Buyer
Buyer/Systems Technician
Central Services Supervisor
Civil Engineer
Code Enforcement Associate
Code Enforcement Officer
Code Enforcement Supervisor
Combination Building Inspector
Community Development Analyst
Community Development Commission Secretary

Community Development Technician
Community Events Supervisor
Community Liaison
Community Services Supervisor
Computer Operator
Computer Programmer
Computer Systems Analyst/Programmer
Construction Inspector
Contracts Administrator
Correctional Records Specialist
Correctional Records Supervisor
Custodial Aide/Porter
Custodian
Custodian Supervisor
Customer Service Representative
Data Entry Office Assistant
Data Entry Operator
Data Entry Specialist
Deputy Clerk of the Council
DNA Coordinator
Economic Development Aide
Economic Development Specialist I
Economic Development Specialist II
Economic Development Specialist III
Electrical Inspector
Engineering Aide
Engineering Technician
Equipment Operator
Equipment Operator - Water Services
Facilities Supervisor
Fleet Parts Specialist
Fleet Services Supervisor
Fleet Services Technician I
Fleet Services Technician II
Fleet Services Technician III
General Maintenance Aide
General Maintenance Leader
General Maintenance Supervisor
General Maintenance Worker
GIS Administrator
GIS Systems Analyst/Programmer
Graphics Designer I
Graphics Designer II

Housing Authority Aide
Housing Authority Analyst
Housing Authority Coordinator
Housing Authority Operations Supervisor
Housing Programs Aide
Housing Programs Analyst
Housing Programs Coordinator
Housing Specialist I
Housing Specialist II
Information Services Representative
Instrument Technician
Lead Accounting Assistant
Lead Correctional Records Specialist
Lead Police Records Specialist
Librarian
Library Aide
Library Services Assistant
Loan Specialist
Mail Clerk/Messenger
Maintenance Assistant
Maintenance Worker I
Maintenance Worker II
Meter Reader Collector
Micro System Programmer
Micro Systems Technician
Neighborhood Improvement Projects Specialist
Network Engineer
Network Specialist/WAN Systems Administrator
NPDES Manager
Office Assistant
Office Specialist
Office Supervisor
Park Maintenance Aide
Park Ranger
Park Services Inspection Supervisor
Park Services Inspector I
Park Services Inspector II
Parking Meter Operations Supervisor
Parking Meter Technician I
Parking Meter Technician II
Permit Services Processor
Permit Services Supervisor
Permit Services Technician

Planning Assistant
Planning Commission Secretary
Plumbing Inspector
Police Fiscal Officer
Police Fiscal Services Supervisor
Police Records Specialist
Police Records Supervisor
Police Systems Support Analyst
Principal Librarian
Principal Programmer Analyst
Programmer Analyst
Projects Manager
Property Control Specialist
Public Works Crew Leader
Public Works Dispatcher
Public Works Project Manager
Public Works Projects Specialist
Public Works Safety Coordinator
Purchasing Assistant
Purchasing Specialist
Purchasing Supervisor
Receptionist
Records Specialist
Recreation Leader
Recreation Program Coordinator
Reprographic Equipment Operator
Residential Construction Specialist
Revenue and Contract Compliance Auditor
Revenue and Contract Compliance Examiner
Revenue Processing Assistant
Revenue Supervisor
Sanitation Inspector I
Sanitation Inspector II
Secretary
Security Electronics Technician
Senior Accountant
Senior Accounting Assistant
Senior Accounting Assistant/Systems Technician
Senior Building Inspector
Senior Civil Engineer
Senior Combination Building Inspector
Senior Community Development Analyst

Senior Community Planner
Senior Construction Inspector
Senior Correctional Records Specialist
Senior Deputy Clerk of the Council
Senior Electrical Inspector
Senior Electrical Systems Specialist
Senior Engineer
Senior Fleet Services Supervisor
Senior Grading Specialist
Senior Housing Specialist
Senior Land Surveyor
Senior Librarian
Senior Library Technician (T)*
Senior Office Assistant
Senior Office Specialist
Senior Park Services Inspection Supervisor
Senior Plan Check Engineer
Senior Planner
Senior Plumbing Inspector
Senior Plumbing/Mechanical Systems Specialist
Senior Police Records Specialist
Senior Programmer Analyst
Senior Receptionist
Senior Residential Construction Specialist
Senior Systems Administrator
Senior Traffic Engineer
Senior Transportation Analyst
Senior Water Services Supervisor
Senior Water Systems Operator
Stock Clerk
Storekeeper
Stores & City Yard Property Specialist
Stormwater Coordinator
Street Lighting Maintenance Worker
Street Maintenance Supervisor
Street Painter
Supervising Accountant
Supervising Buyer
Supervising Library Services Assistant
Supervising Park Ranger
Survey Party Chief
Survey Party Technician I
Survey Party Technician II

Systems Administrator
Systems Support Analyst
Systems Technician
Telecommunications Coordinator
Telecommunications Customer Service Representative
Tenant Services Technician
Treasury Services Specialist
Treasury Services Supervisor
Tree Maintenance Supervisor
Tree Trimmer
Utilities Billing/Systems Technician
Utilities Customer Service Supervisor
Video Technician
Water Services Crew Leader
Water Services Meter Repairer I
Water Services Meter Repairer II
Water Services Production Supervisor
Water Services Quality Coordinator
Water Services Quality Inspector
Water Services Quality Supervisor
Water Services Supervisor
Water Services Utility Inspector
Water Services Worker I
Water Services Worker II
Water Systems Electrician
Water Systems Operator I
Water Systems Operator II
Water Systems Operator III
Web Systems Technician
Website Entry Specialist
Work Center Coordinator
Workforce Specialist I
Workforce Specialist II
Workforce Specialist III
Workforce Specialist IV
Youth Services Supervisor
Youth Services Technician
Zoo Animal Registrar
Zoo Curator
Zoo Curator of Education
Zoo Education Specialist
Zoo Keeper Aide
Zoo Keeper I

Zoo Keeper II
Zoo Operations Coordinator

- * The (T) designates a terminal classification. A position classification that has been designated as terminal by formal City Council action will be deleted from the City's Basic Classification and Compensation Plan when vacated by its last remaining incumbent. No new appointments may be made to a classification that has been so assigned.

City of Santa Ana

Full-Time Employees

July 1, 2019, through June 30, 2022

LOCAL 721



SEIU

SEIU Local 721

1651 E 4th St Ste 250

Santa Ana CA 92701-5169

Questions? Call the Member Connection (877) 721-4YOU

www.seiu721.org

[facebook.com/seiu721](https://www.facebook.com/seiu721) twitter.com/seiu721