

City of Santa Ana's Last, Best and Final Offer – September 8, 2022

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SANTA ANA

AND

THE SANTA ANA POLICE OFFICERS ASSOCIATION

JANUARY 1, 2022 – DECEMBER 31, 2022

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FOR 2022**

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ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Santa Ana (hereinafter called the "City") has recognized the Santa Ana Police Officers Association (herein called the "Association") as the recognized representative of the bargaining unit which includes full-time police department employees in the sworn, "safety-member" classifications and assignments of Police Officer, Police Sergeant, and full-time police department employees in the non-sworn, "miscellaneous-member" classifications and assignments of Animal Service Officer I and II, Background Investigator, Communications Services Officer, Correctional Officer, Correctional Supervisor, Crime Research Aide, Crime Research Analyst, Emergency Operations Coordinator, Firearms Examiner, Forensic Services Supervisor, Forensic Specialist I and II, Parking Control Officer, Police Athletic/Activities League Assistant Director, Police Communications Supervisor, Police Community Services Specialist, Police Evidence and Supply Specialist, Police Evidence and Supply Supervisor, Police Investigative Specialist, Police Photo/Video Specialist, Police Property and Evidence Supervisor, Police Recruit, Police Service Officer, Police Services Dispatcher, Rangemaster, Senior Parking Control Officer, and Traffic Services Specialist, as well as such classifications as may be added hereafter by resolution of the City Council. All other classifications not specifically listed are excluded from representation by the Association.

ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and Association agree that they shall not discriminate against any employee in violation of State or Federal law. The City and the Association shall meet and modify any provisions of this MOU that are inconsistent with the law.

ARTICLE III

3.0 ATTENDANCE, WORK PERIOD, WORK SCHEDULE & WORKDAY

3.1 Attendance. Employees covered by this MOU shall be in attendance at their work location during hours prescribed by the Police Chief or their designee(s) and shall not absent themselves during prescribed hours without approval of the Police Chief or his designee(s).

3.2 Definitions.

A. Standard Work Period. The Standard Work Period shall consist of a consecutive seven (7) day, 168 hour period.

B. Alternative Work Period-207(k) Exempt Employees. The Alternative Work Period shall apply to all members of the Association who are peace officers, correctional officers or correctional supervisors who are subject to the partial overtime exemption provided by the Fair Labor Standards Act (FLSA) pursuant to Section 207(k). The 207(k) employees' Work Period shall consist of a consecutive 28 day, 672 hour time period. In conformance with the FLSA, members who are peace officers, correctional officers, or correctional supervisors shall not be eligible for FLSA overtime, as defined under the FLSA for employees assigned to the Alternate Work Period until they have worked in excess of 171 hours in the Alternate Work Period. Nothing in this section shall prevent a peace officer, correctional officer or correctional supervisor from earning overtime and being compensated for overtime based on the overtime provisions as stated in Article VIII of this MOU. All overtime shall be paid at one and one-half (1 1/2) times the regular rate of pay. Regular Rate of Pay: Shall mean the base rate of pay and any Assignment and Other Special Pay Additives, Career Development Program Pay, Call-Back-Duty and Court Appearance pay as listed in Article V, VI and VIII.

C. Work Hours. Work hours are the regularly scheduled hours of work as determined by the Police Chief or his designee. A "day" is defined as any consecutive 24 hour period.

D. Work Schedules. The Police Chief has established the following work schedules. These schedules may be changed by the Police Chief based on operational need. The City will negotiate over any impacts of schedule changes.

1. Standard Work Period Schedules.

a. 5/40 Work Schedule. Employees shall work five (5) eight hour workdays per seven (7) consecutive days, 168 hour Standard Work Period. Each workday shall consist of eight (8) hours of work and a 30 minute unpaid meal period.

b. 4/10 Work Schedule. Employees shall work four (4) 10 hour days per seven (7) consecutive days, 168 hour Standard Work Period. Each workday shall consist of 10 hours of work, and either a 30

minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or their designee.

- c. 9/80 Work Schedule. Employees shall work alternate weeks of four (4) consecutive workdays nine (9) consecutive hours each followed by five (5) consecutive workdays, four of which consist of nine (9) consecutive hours each and one (1) day of eight (8) consecutive hours during each 168 hour Standard Work Period. Each nine (9) hour workday shall consist of nine (9) hours of work and either a 30 minute or one (1) hour unpaid meal period. For employees who work a 9/80 work schedule, their FLSA work period shall begin exactly four hours after the start time of their eight hour workday. The eight hour workday shall be divided by either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- d. 12/40 Work Schedule. Employees shall work three (3) 12 hour and 30 minute workdays and one (1) four hour workday in each seven (7) consecutive day, 168 hour Standard Work Period. Each workday shall consist of 11 hours and 30 minutes of work, and a one (1) hour meal period, 30 minutes of which shall be paid and 30 minutes of which shall be unpaid, for a total of 12 hours and 30 minutes. The four (4) hour workday shall consist of four (4) hours of work. Employees who work this shift actually work an eight-hour shift where their FLSA work period shall end exactly four (4) hours after the start time of their shift. This way the second four (4) hours of the shift is worked in the next FLSA work period. This ensure that the employee is schedule to work forty (40) hours in each work period.

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

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

period, they shall not receive further compensation.

- b. 207(k) 7/12.5 Work Schedule - Detention. Employees shall work three (3) 12 hour and 30 minute workdays in one (1) seven day period and four (4) 12 hour and 30 minute workdays in the next seven (7) day period, or alternatively, four (4) 12 hour and 30 minute workdays in the first seven (7) day period and three (3) 12 hour and 30 minute workdays in the following seven (7) day period. This cycle shall be repeated twice each 28 day FLSA Work Period. Each workday shall consist of 11 hours and 30 minutes of work and a one (1) hour meal period, 30 minutes of which shall be paid and 30 minutes of which shall be unpaid, for a total of 12 hours and 30 minutes. During each 28 day FLSA Work Period, employees assigned to the 207(k) 7/12.5 Work Schedule shall earn one (1) hour of vacation time if they do not take leave without pay during that Work Period. Correctional Officers will be compensated at the time and a half overtime rate for all time worked in excess of their regular work shift of 12.5 hours per workday. The overtime compensation will apply only to actual time worked beyond the regular shift.
- c. 207(k) 4/10.5 Work Schedule-Detention Administration. Employees shall work seven (7) ten hour and 30 minute workdays and one (1) ten hour workday during each two (2) week period. This pattern will recur twice during the 28 day FLSA Work Period. Each 10 hour and 30 minute workday shall consist of 10 hours and 30 minutes of work and either a 30 minute or one (1) hour unpaid meal period. The 10 hour workday shall consist of 10 hours of work and either a 30 minute or one (1) hour unpaid meal period. The determination as to a thirty (30) minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- d. 207(k) 4/10 Work Schedule. Employees shall work 16 ten hour workdays in each 28 day FLSA Work Period. Each workday shall consist of 10 hours of work and either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- e. 207(k) 9/80 Work Schedule. Employees shall work five (5) nine hour workdays in one (1) seven (7) day period and three (3) nine hour workdays and one (1) eight hour workday in the second seven (7) day period, or alternatively three (3) nine hour workdays and one (1) eight hour workday in the first seven (7) day span and five (5) nine hour workdays in the second span. This cycle shall be repeated twice each 28 day FLSA Work Period. Each nine (9) hour workday shall consist of nine (9) hours of work and either a 30 minute or one (1) hour unpaid meal period. The eight (8) hour workday shall consist of eight (8) hours of work and either a 30 minute or one (1)

hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.

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

3.4 Meal Periods. Except for those employees assigned to Patrol, other employees who do not receive a paid meal period whose meal periods are interrupted by the performance of job related duties, will receive another full, uninterrupted meal period or will be compensated for their meal period at their overtime rate of pay at time and one-half their regular rate of pay. For purposes of this section, “interrupted” shall mean a significant interruption of more than a few minutes (*de minimis*). For employees who receive a one-hour lunch period (half of which is paid) overtime compensation shall apply only to the unpaid half-hour. Unless exigent circumstances exist beyond the Department’s control, employees assigned to Patrol shall be provided a 30 minute paid meal period.

3.5 Detective Redeployment.

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

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

The Chief of Police may, as a result of this review, remove positions and assignments from the Investigations Bureau and assign them, and the individuals who occupy them, to other bureaus or eliminate them and assign the individuals who occupy them to other positions and assignments in the department.

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

Any employee who is informed that they will be removed from the Investigations Bureau and lose the Investigations assignment pay differential may appeal per Article 16 to the

Chief of Police. This appeal constitutes the sole administrative appeal of the Chief's decision, shall be conducted in an informal manner and the decision of the Chief shall be final.

ARTICLE IV

4.0 SALARIES

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

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

Step A	Normal beginning pay rate
Step B	After 6 months' service at Step "A" and the receipt of a "meets standards" performance evaluation. Also optional hiring rate
Step C	After 12 months' service in next lower step and the receipt of a "meets standards" performance evaluation. Also maximum hiring rate.
Step D	After 12 months' service in next lower step and the receipt of a "meets standards" performance evaluation.
Step E	After 12 months' service in next lower step and the receipt of a "meets standards" performance evaluation.

After the salary of an employee has been first established, the employee shall be advanced from Step "A" to Step "B" or from Step "B" to Step "C" or from Step "C" to Step "D," or from Step "D" to Step "E," whichever is the next higher step to that on which the employee has been previously paid, effective the first day of the month following . This assumes the employee has received at least a "meets standards" performance evaluation which is a condition of moving to the next step.

For employees who are not at top step who receive their performance evaluation after the first day of the month following their anniversary date, they shall move to the next step retroactive to the first day of the month following their anniversary date.

If an employee who is not at top step receives an evaluation that is less than a "meets standards" evaluation, they will be re-evaluated three months after their anniversary date. If they achieve a meets standards evaluation, they will then move to the next step on the first day of the following pay period. If they do not receive at least a "meets standards" evaluation, they will not move to the next step and need to wait until the following year for their next evaluation.

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

4.3 Salary Adjustments.

Effective the pay period following City Council approval of the MOU, the base salary of employees covered by this MOU shall be increased by six (6) salary rate ranges (approximately 3%).

4.4 Longevity Pay. Employees in the classifications of Police Officer and Police Sergeant will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above their base monthly salary step for the completion of 15 years of law enforcement service through 19 years of service. At the beginning of 20 years of law enforcement service or more, sworn employees will be paid an additional rate set ten (10) salary rate ranges (approximately 5%) above their base monthly salary step.

4.5 Application of Basic Compensation Plan. The salary rate ranges and steps contained in Exhibit A are monthly salary rates. All officers and employees working in classifications of employment covered by this MOU shall be compensated at a monthly rate, except that an employee hired for temporary work in a position which has an anticipated duration of less than six (6) months shall be paid at a rate per hour for actual time spent in the performance of the duties of their employment. An employee's base rate of pay, which is also known as their hourly rate of pay is computed by taking their monthly rate of pay and dividing it by 173.33. In determining the hourly rate as herein provided, computation shall be made to the nearest whole cent and a computation resulting in exactly one-half cent or higher shall fix the rate at the next higher whole cent.

4.6 Beginning Rates. A new employee of the City of Santa Ana shall be paid the rate shown as Step "A" in the salary rate range allocated to the class of employment for which they have been hired. In special instances where such new employee possesses unique and exceptional education, training and/or experience qualifications, the department head under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on Step "B" or Step "C" within the allocated salary rate range, provided that such employee shall be assigned such salary step upon the commencement of their 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 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 the higher classification or service in a classification allocated to

the same salary rate range and having generally similar duties and requirements. Employees hired after the first (1st) working day of the month shall not be credited with "time-in-service" for that month when determining the length of service required for salary step advancement. A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purpose of this MOU and any such employee reentering the service of the City shall be considered as a new employee, except that they may be reappointed within one (1) year and may be placed in the same salary step in the appropriate salary range as they was at the time of termination of employment.

- 4.10 Promotional Salary Advancement. When an employee is promoted to a position in a higher classification from a position in a lower classification in the same occupational job family series, they shall be reassigned to Step "A" in the appropriate salary rate range for the higher classification; provided however, that if the base salary step currently being paid to the employee is already equal to or higher than said Step "A," they will be placed in the lowest step in the appropriate salary rate range as will grant the employee an increase of at least one (1) salary step (approximately 5%) over their current base salary step including assignment pays, shift differential and bilingual pay being paid at the time of promotion.
- 4.11 Demotion. When an employee is demoted to a position in a lower classification, their salary rate shall be fixed in the appropriate salary rate range for the lower classification in accordance with the following provisions:
- A. The salary rate shall be reduced by at least one (1) step.
 - B. The new salary rate must be within the appropriate salary rate range.
 - C. The new salary rate shall not be higher than the salary step to which the employee would have been entitled had their service time in the higher classification been spent in the lower classification.
- 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 they had previously held in the prior rate range and shall retain credit for length of service in such step towards advancement to the next higher step.

ARTICLE V

5.0 ASSIGNMENT AND OTHER SPECIAL PAY ADDITIVES

5.1 Assignment Pay Differentials.

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

- A. An employee in the class of Police Services Dispatcher who is continuously and regularly assigned to and actually performing in a lead supervisory and trainer capacity over an assigned shift of Police Services Dispatchers will be paid assignment pay equal to ten (10) salary rate ranges (approximately 5.0% of base pay). A leave of absence for an entire pay period will result in the employee not receiving the pay for being a lead.
- B. Employees in the class of Forensic Specialist I, who are regularly and continuously assigned to and actually performing duties in a "lead" supervisory capacity over a primary functional unit of Forensic Specialist I employees, will be paid assignment pay equal ten (10) salary rate ranges (approximately 5.0% of base pay).
- C. An employee in the class of Police Officer who is continuously and regularly assigned to and actually performing duties of a Corporal will be paid five (5) salary rate ranges (approximately 2.5% of base pay).

If a Corporal is assigned to lead a work unit without a Sergeant, they will be paid an additional five (5) salary rate ranges (approximately 2.5% of base pay). At the present time, Directed Patrols and Civic Center Patrol units are examples of such assignments.

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

the requirements of the Department Procedure # 6003, which sets forth the guidelines for standby status.

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

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

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

- J. A Police Officer or Police Sergeant who is continuously and regularly assigned to and actually performing duties of a Motor Officer assigned to the Traffic Division will be paid five (5) salary rate ranges (approximately 2.5% of base pay).

The City and the Association understand and agree that this additional compensation is intended to compensate Motor Officers for all off duty hours spent maintaining their Motor, in compliance with the FLSA.

- K. An employee identified by the Police Department, who is continuously and regularly assigned to and actually performing duties of a Detective/Investigator assigned to the Investigations Division or Special Investigations Units as well as Police Investigative Specialist, Background Investigator, Collision Investigator,

and Graffiti Task Force Investigator, will be paid five (5) salary rate ranges (approximately 2.5% of base pay).

- L. Employees in the class of Correctional Officer or Correctional Supervisor, who are continuously and regularly assigned to either the 207(k) 7/12.5 Corrections Work Schedule, or the 4/10.5 Corrections Administration Work Schedule, shall be paid six (6) salary rate ranges (approximately 3% of base pay). This assignment pay is compensation for the additional 30 minutes work or briefing time each day. CalPERS has determined this pay additive does not qualify as special compensation under Title 2 CCR Section 571(a) and as such, is not reportable as final compensation when calculating retirement benefits.
- M. Employees in the class of Firearms Examiner who are regularly and continuously assigned to and actually performing duties in a “lead” supervisory capacity over a primary functional unit, will be paid ten (10) salary rate ranges (approximately 5.0% of base pay).
- N. Notwithstanding the specific provisions of Article V, Section 5.1, A – M, an employee who is regularly and continuously assigned to lead (“lead is defined in Lexipol Policy 1039) a functional unit which includes positions in the same or lower classifications as the incumbent, may be compensated for said duties upon mutual agreement of the City and POA and approval of the Police Chief and the Executive Director of Human Resources. This compensation (as defined in each of the subsections) shall be referred to as “lead pay.”
- O. An employee in the class of Forensic Specialist I or Forensic Specialist II who is continuously and regularly assigned as a Tenprint – AFIS Technician will be paid five (5) salary rate ranges (approximately 2.5% of base pay).
- P. An employee in the class of Forensic Specialist I or Forensic Specialist II who is continuously and regularly assigned as a Fingerprint Analyst will be paid five (5) salary rate ranges (approximately 2.5% of base pay). In no event shall an employee receive more than ten (10) salary rate ranges (approximately 5% of base pay) more than their then current base monthly salary step for performing the duties of both the Tenprint – AFIS Technician and Fingerprint Analyst.

5.2 Shift Differential.

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

- B. Each Sworn employee covered by this MOU who is continuously and regularly assigned to a schedule of work that requires that they actually work a minimum of four and one-half (4 ½) hours between the hours of 5:00 P.M. and 7:00 A.M. will be paid a shift differential at a rate set at five (5) salary rate ranges (approximately 2.5% of base pay).

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

- A. Assignment by the Police Chief or their designee to a position requiring bilingual capability in both English and any other language and American Sign Language; and
- B. Certification by the Executive Director of Human Resources or designee as having satisfactorily demonstrated the required level of fluency in the second language. Effective January 1, 2022, employees must recertify for this pay every three years. Employees who were receiving this pay as of January 1, 2022 must recertify by January 1, 2025 to continue to receive this pay.
- C. Sworn: Street Level Proficiency in Spanish. A Police Officer or Sergeant who successfully demonstrates the required level of bilingual fluency as determined by the Executive Director of Human Resources or designee shall be paid bilingual pay of equal to the product obtained by multiplying the Step “E” base salary rate of Police Officer by five (5) salary rate ranges (approximately 2.5% of base pay).
- D. Sworn: Complex Level Proficiency in Designated Languages. A Police Officer or Police Sergeant who successfully demonstrates the required level of bilingual fluency as determined by the Executive Director of Human Resources or designee shall be paid a bilingual pay equal to the product obtained by multiplying the Step “E” base salary rate of Police Officer by ten (10) salary rate ranges (approximately 5% of base pay).
- E. Non-Sworn: Secondary Level Proficiency in Designated Languages. A non-sworn employee who successfully demonstrates the required level of bilingual fluency as determined by the Executive Director of Human Resources or designee shall be paid forty dollars (\$40) per month.
- F. Non-Sworn: Primary Level Proficiency in Designated Languages. Assigned positions where it has been determined by the Police Chief 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 non-sworn employee assigned to such a position who successfully demonstrates the required level of bilingual fluency shall be paid one hundred seventy-five dollars (\$175) per month.

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

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

A. Eligibility.

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

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

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

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

B. Compensation.

1. After an employee has served two (2) consecutive calendar weeks in a vacant, full-time, budgeted, higher-level position, they shall be compensated at the Temporary Upgrade Assignment Pay rate for each full

day that they are assigned to the higher-level position, retroactive to the first (1st) day of said assignment.

2. An employee serving in a Temporary Upgrade Assignment will be paid within the pay range of the higher-level position. The employee will receive the higher of: 1) the minimum step of the higher-level position or; 2) ten (10) salary rate ranges (approximately 5% of base pay) inclusive of assignment pays which the employee is receiving.
3. An employee assigned to a vacant, full-time budgeted, higher-level position not represented by this bargaining unit (e.g., a Sergeant temporarily assigned to act as a Lieutenant) will receive the Temporary Upgrade Pay described above, but will remain a member this bargaining unit.
4. An employee assigned to a vacant, full-time, budgeted, higher-level position will continue to be eligible for salary step increases in their regular position.

5.6 Correctional Officer Assignments

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

ARTICLE VI

6.0 CAREER DEVELOPMENT PROGRAM

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

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

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

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

criteria for the Police Career Development Program designations as set out in this Article.

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

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

6.10 Career Development Pay-Sworn

Sworn employees hired on or after January 1, 2014 shall be eligible to receive Career Development Pay as follows:

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

ARTICLE VII

7.0 TRAINING AND EDUCATIONAL ASSISTANCE PROGRAM

7.1 Purpose.

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

7.2 Eligibility.

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

- H. For specifics regarding this Article, please refer to Santa Ana Police Department Training Bulletin 02-07 - Scheduling of Training Days and Travel Time Compensation.

7.3 Reimbursement.

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

7.4 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete an Application for Training and Educational Assistance form and submit it to the Police Chief.
- B. The Police Chief will recommend approval or disapproval and forward the application to the Human Resources Department. It is advisable that the applicant accomplish the procedures so far described prior to the inception of the course or disbursement of personal funds in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy.
- C. Within three months after they have completed the course and received their final grade, the employee must include official verification of their final grade with appropriate receipts for tuition and textbook costs to the Human Resources

Department. These will be returned to the employee upon request. Applications not submitted to the Human Resources Department within three months following completion of the course become void.

- D. Upon receipt of the required documentation, the Human Resources Department will determine whether the completed course of instruction is compatible with the provisions of Sections 2 and 3 of this Article. If found to be compatible, the Human Resources Department will compute the amount of reimbursement, authenticate the application, and forward it to the Police Chief.
- E. The Police Chief will then authorize the Finance and Management Services Department to reimburse the employee the approved amount out of the budget of the Police Department.

ARTICLE VIII

8.0 OVERTIME

8.1 General Policy for Overtime Work. Whenever it shall be determined to be in the public interest for employees to perform overtime work, or in an emergency situation, the City Manager, the Police Chief, or an authorized representative of the City Manager or Police Chief, may require an employee to perform overtime work.

8.2 Definition.

A. Standard Work Period Overtime. Overtime for those employees assigned to the Standard Work Period shall be authorized or required time worked in excess of those hours assigned to their particular Standard Work Period Schedule workday or hours in excess of 40 hours per Work Period. However, subject to Article 8.3 below, if an employee uses sick leave or personal necessity leave as provided for in this MOU in the same Standard Work Period in which they works hours in addition to his/her regular hours, the sick leave and/or personal necessity leave shall not count as work hours which shall mean that the additional hours worked shall be paid at straight time if they are less than or equal to the number of sick leave or personal necessity leave hours used in the Standard Work Period. The use of such leave hours shall not affect overtime earned in accordance with Article 8.14 of this MOU.

B. Alternative Work Period Overtime. Pursuant to this MOU, employees assigned to the Alternate Work Period (the 28 day FLSA work period per Section 7(k) of the FLSA) shall earn overtime for authorized or required time worked in excess of those hours assigned to their particular Alternative Work Period Schedule workday or hours in excess of their Alternative Work Period Schedule hours in a consecutive 28 day, 672 hour period. However, subject to Article 8.3 below, if an employee uses sick leave or personal necessity leave as provided for in this MOU in the same Alternative Work Period in which they works hours in addition to his/her regular hours, the sick leave and/or personal necessity leave shall not count as work hours which shall mean that the additional hours worked shall be paid at straight time if they are less than or equal to the number of sick leave or personal necessity leave hours used in the Alternative Work Period. The use of such leave hours shall not affect overtime earned in accordance with Article 8.14 of this MOU.

8.3 Computation of a Workday and Work Period. Paid leave for holidays, vacation, and other time off with pay (including approved workers' compensation leave), except for sick leave and personal necessity, shall be credited towards the total time worked in computing a regular workday, and/or a work period, as defined herein. Sick leave and personal necessity shall not count as hours worked towards the total time worked in computing a regular workday and/or a work period.

Unit members shall record hours worked in one-tenth (1/10) of an hour increments of time. This is illustrated by the following:

0-3 Minutes – No additional time should be recorded
4-9 Minutes = .1 of an hour
10-15 Minutes = .2 of an hour
16-21 Minutes = .3 of an hour
22-27 Minutes = .4 of an hour
28-33 Minutes = .5 of an hour
34-39 Minutes = .6 of an hour
40-45 Minutes = .7 of an hour
46-51 Minutes = .8 of an hour
52-57 Minutes = .9 of an hour
58-60 Minutes = 1.0 full hour

For example, if an employee whose work schedule is 7:30 a.m. to 5:30 p.m. works until 5:48 p.m. they would record 9.3 hours for the day.

Leave without pay shall not be credited towards the total time worked in computing a regular workday, and/or a work period, as defined herein.

8.4 Compensation for Overtime.

- A. The preferable method by which overtime shall be compensated is by monetary payment, at one and one-half (1 1/2) times the employee's regular rate of pay.
- B. Should the Police Chief determine that the best interests of the City will be served thereby, their designee may permit an employee to be compensated for overtime work by earning compensatory time off at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. This time, hereinafter identified as “comp time” shall be accrued as set forth below.
- C. There are two Comp Time banks. The first bank is the Non-FLSA Comp-Time Bank established under the 2013-2015 MOU. Those employees hired after July 1, 2015 or those employees with less than 100 hours of Comp-Time at the time the banks were created will not have a Non-FLSA Comp-Time Bank. The second bank is the FLSA Comp-Time Bank.
 1. The Non-FLSA Comp Time Bank can never have hours added to it. The hours in that bank can only be used as leave time and when using such leave will not cause the City to have to pay another employee overtime to fill behind the employee using the leave. The comp time in this bank cannot be cashed out during employment, only at the time the employee leaves City employment. If an employee uses the comp time in this bank during employment and exhausts the entire accrual in this bank, the employee’s Non-FLSA Comp Time Bank will be closed as no additional hours may accrue into this bank.
 2. The FLSA Comp Time Bank has a maximum accrual of one-hundred (100) hours. An employee who has 100 hours in this bank will earn overtime paid at time and one-half the employee’s regular rate of pay for overtime earned

in accordance with this MOU and the FLSA. An employee who works overtime and who has less than 100 hours in his/her FLSA Comp Time Bank may be able to accrue hours (at the rate of 1.5 hours for each hour of overtime worked) in accordance with subdivision (B) above. For Calendar year 2022, the Comp time in this bank can be cashed in accordance with the provisions detailed below. Each affected employee who has accrued comp time credits in the FLSA Comp Time Bank, may elect to convert up to twenty (20) hours of such accrued time each calendar year quarter to the cash equivalent thereof, to a maximum of eighty (80) hours per calendar year.

Effective for calendar year 2023 and every year thereafter: By December 15 (the first year being 2022) of each year, employees may make an irrevocable election to cash out up to 80 hours of FLSA Comp Time which they may earn in the following calendar year. In the following year, the employee can receive the cash for FLSA Comp Time they irrevocably elected to cash out in either two (2) separate increments of up to 40 hours or one (1) increment of 80 hours.

The employee would be paid one half of what they irrevocably elected to cash out hours on both the second pay day in July and the first pay day on December (assuming they have earned it) or the employee can elect to be paid their full amount they elected to cash out on the first pay day in December. However, if the employee's FLSA Comp Time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of FLSA Comp Time the employee has earned at the time of the cash out.

D. Use of Comp Time from the FLSA Comp Time Bank.

1. When an employee submits a request for time off using accrued compensatory time, and that employee has found a qualified replacement, the time off request will be granted. A qualified replacement means that the replacement officer or employee is able to fulfill the requirements of the position to which the requesting officer is assigned.
 - a. Compensatory time off requests made for consideration during the monthly scheduling meetings will be treated as any other time off and granted only on the basis of seniority.
 - b. Pursuant to the 3-12 Operating Rules, officers may trade work days with other officers within the 28-day deployment period. Any trades must be approved by the affected Commanders and the Field Operations Bureau Commander.
2. When an employee submits a request to take time off using accrued compensatory time and the officer deployment is above minimum staffing for the day requested, then the request will be granted without further

conditions. However, if the number of officers scheduled to work on the day(s) of the request is at or below minimum staffing as defined by the department, the compensatory time off request will be granted only if a qualified replacement has volunteered and committed to work the assignment left open by the request for time off. The volunteer may exchange days off with the requesting employee within the 28-day deployment period, whichever applies, or may elect to receive overtime compensation.

3. Requests for use of compensatory time off during holidays as defined by this MOU, must be submitted in time to be considered during the monthly scheduling meeting held by bureau and division commanders for the upcoming month. These requests will be considered by seniority and will be granted only if officer deployment is above minimum staffing. Compensatory time off requested during a City-designated holiday will be treated as any other time off request and will be granted in order of seniority as long as minimum staffing levels are met. The replacement policy in 8.4 D.4 below will not apply to compensatory time off requests submitted for consideration during monthly scheduling meetings.
4. Although it is always preferable for the employee to find a qualified replacement when requesting the use of compensatory time off, if provided sufficient notice of a request for time off, the department will work with employees to find a qualified replacement. Sufficient notice and reasonable period will be defined as follows:
 - a. Seventy-two (72) hours' notice for one (1) day or less of time off requested.
 - b. Five (5) calendar days' notice for more than one (1) workday up to one (1) workweek.
 - c. Fourteen (14) calendar days' notice for more than one (1) week compensatory time off request.
5. If an employee has provided sufficient notice to use compensatory time off, the department will work with the employee to find a qualified replacement in the following manner:
 - a. The watch commander will maintain a calendar of time off that has been requested in accordance with the guidelines listed above. Qualified employees will be allowed to volunteer to work these shifts.
 - b. If an employee volunteers and signs up to work for another employee who has requested compensatory time off, that volunteering employee will be held responsible for working that full shift without further reminder. Employees who do not show up to

work, or retract their offer to replace another officer, may be subject to disciplinary action and may not be permitted to volunteer to work in this manner in the future.

6. The watch commander shall send out an e-mail message to all officers requesting a volunteer to cover the shift by switching days off or working on overtime.
7. When a compensatory time off request is made in a manner that does not comply with this policy, and granting that request would unduly disrupt the operations of the department, the department may deny that request.

8.5 Incremental Usage. Compensatory time off may be taken in increments as small as one-half (1/2) hour.

8.6 No Effect on Other Benefits. Overtime is not pensionable, employees do not earn additional leave accruals and it does not count toward the completion of the probationary period or progression to the next salary step.

8.7 Overtime Work to be Apportioned. To the extent that he is reasonably able to do so, the Police Chief shall arrange work programs to minimize overtime work; necessary overtime work shall be apportioned among employees of like classification and assignment.

8.8 Advance Compensation for Overtime. Compensatory time off earned within a pay period cannot be used within the same pay period.

8.9 Compensation for Overtime: Overtime pay or comp time shall be allowed an employee for attendance at conventions, conferences, seminars or the like, as long as prior authorization is received. Overtime pay or comp time pay shall be permitted only for attendance which is ordered on such employee's normal days off or for time beyond a normal workday's duration. Please refer to Santa Ana Police Department Training Bulletin 02-07 for details.

8.10 Call-Back and On-Call.

A. Employees who are on call during their off-duty time due to their assignment (i.e., Homicide Investigators, Internal Affairs Sergeants, Crimes Against Persons Sergeants, etc.) and are called back to work will be paid for their travel time at the overtime rate from the time they leave their home until the time they return home, or until their regularly scheduled shift begins. Only that period of time devoted to work will be compensated. If employees are not home when they are called back to duty, they will receive their normal home to work travel time or if closer to City than their home, travel to that location and back.

1. Employees who are on-call are subject to the following:

Employees are required to promptly return to work after being called and be fit for duty and able to respond. Employees on call are not permitted to drink

alcohol or use any substance that will affect their ability to return to work. Being on call does not constitute hours worked since employees are off-duty and permitted to engage in personal pursuits.

Employees are required to respond to a phone call as quickly as possible. Upon responding, the employee will be instructed as to whether they are required to return to work (it is possible that the issue could be resolved by talking to the employee on the phone or using a computer to resolve the issue) and if so, will be informed of the location to which they must respond. Response time will generally be the employee's normal commute time and any additional minimal time necessary to get ready to return to work.

- B. Employees who are ordered back to work while off-duty because of an emergency or other unforeseen event will be paid for travel time at the overtime rate from the time they leave their home until they return home, or until their regularly scheduled shift begins. Only that period of time devoted to work will be compensated.
- C. Employees who are called at home and offered voluntary overtime work, and elect to accept the offer, will not be compensated for travel time in any manner. Similarly, employees who sign up for voluntary overtime, or who have advance notice that they will have to work during their off-duty time on an overtime basis, will not be compensated for travel time.

8.11 Accrued Compensatory Time Off Paid Upon Promotions or Upon Separation. Upon an employee's appointment to a position in which overtime may not be earned or upon an employee's separation from employment with the City they shall be compensated for accrued compensatory time on the next payday.

8.12 Court Appearance. Compensation for court appearance shall be as follows:

- A. For each required court appearance made by an employee during their off-duty time regarding City business, employees shall be paid overtime for the period of time from their arrival at court until they are released from court or the court session closes for that day. However, in no case, shall an employee receive less than two (2) hours overtime for a court appearance. If court appearances are made both in the morning and afternoon of a particular day, the employee shall receive a minimum of two (2) hours overtime for each session attended.. Employees who appear in court in the morning and are required to stay until through the court's meal break into the afternoon session will be considered to be in paid status during the court's meal break.

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

- B. A subpoenaed employee scheduled to appear in court on City business during off-duty time may be placed on on-call status by the Police Chief or their authorized representative if the employee can respond to the court, if called, within 60 minutes of the employee's notification. In the event such off-duty employee is on on-call

status during any court session and is not required to appear in court, such employees shall be compensated two (2) hours at straight time, for each court session. Such employee may elect, in lieu of paid time, to earn two (2) hours of comp time off for standby time and not appearing in court, with the approval of the Police Chief.

- C. Employees assigned to the 3/12.5-7/12.5, or 3/12-4/12 Work Schedule who appear in court during their regularly scheduled workweek, and who, as a result, do not receive adequate rest (because of the hours of the day they work), will be allowed to flex their scheduled shift start time up to four hours, with the approval of the employee's immediate supervisor and watch commander, or immediate supervisor and section commander. Alternatively, the employee may be allowed to use up to four hours from his/her "Comp Time Banks" at the beginning of their scheduled shift to ensure adequate rest.
 - 1. An employee whose work shift ends or starts within thirty minutes of a mandatory court appearance shall be compensated for those thirty minutes at an overtime rate.
 - 2. Employees assigned to a Watch 3 (6:00 p.m. to 6:30 a.m.) who are required to appear in court following the end of his/her shift will have the option of remaining on duty or ending their shift. Employees that continue active duty will be compensated at time and one half while on duty. Employees that end their shift will be unpaid prior to their court appearance.
- D. Employees who are on call for court during off-duty time, and who are called to testify, will be paid at the overtime rate of time and a half of their regular hourly rate, to include actual travel time from their home to court and back, or until their regularly scheduled shift begins. Travel time will be limited to a maximum of one (1) hour each way. Only that period of time devoted to work will be compensated. Time spent on personal pursuits or other non-work related activity will not be compensated.
- E. Those employees who have advance notice of their required appearance in court, have arranged an appearance time with the District Attorney's Office, or who otherwise have advance notice of mandatory court appearances, will not be compensated for travel time in any manner.
- F. Employees who appear in court during off-duty hours may elect to start their normal work shift early as specified herein.
- G. A subpoenaed employee scheduled to appear in court on City business during off-duty time and placed on-call by the Police Chief or their authorized representative will be compensated two (2) hours at straight time if they are not advised of the cancellation of their appearance within five (5) Court business days of said appearance.

8.13 Creation of Association Comp Time Bank.

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

8.14 Compensation of Voluntary Contract Overtime. Exclusive of other provisions of this Article, except Section 8.6 (No Effect on Other Benefits), Police Officers and Police Sergeants who voluntarily agree to perform contract security services at games, parades, dances and similar public events for a separate and independent employer shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. However, the hours worked do not constitute hours worked under the FLSA.

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

ARTICLE IX

9.0 HOLIDAYS

9.1 Legal holidays observed by full-time permanent and probationary employees covered by this MOU are as follows:

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

Any holiday which falls on a Sunday will be observed on the following Monday. Any holiday, which falls on a Saturday, will be observed on the Friday preceding the Holiday.

9.2 Effective January 1, 2021, and every year thereafter:

Full-time, permanent and probationary employees covered by this MOU shall receive 96 holiday hours each year (12 eight-hour holidays) in lieu of the twelve (12) holidays specified in Section 9.1. For each of the holidays, employees have the following two options:

- A. Option 1 - Employees can use their ~~eleven~~ twelve 8-hour holidays, i.e., 96 holiday hours during the calendar year by scheduling it as time off. If this option is chosen, the following provisions apply:
1. The employee will not be cashed out for any of the ninety-six (96) holiday hours at the end of the year if any of the hours are not used.
 2. If an employee leaves City employment during the year and has not used all of the holiday hours earned during the year at the date of separation the remaining holiday hours earned to date will be paid to the employee on their final check. This pay will not be reported to CalPERS as Special Compensation.
 3. If an employee leaves City employment during the year and has used more holiday hours in the calendar year than they have earned as of that date, they must pay the City the cash value for such used but unearned holiday time off benefits prior to or at the time of separation.
 4. Employees can use holiday leave in increments as small as one half (1/2) hour with fractional usage rounded upward to the next higher multiple of one half (1/2) hour.
- B. Option 2 – Employees may make an irrevocable election to receive holiday pay in lieu (paid at the regular rate of pay at straight time) of time off for the holiday. If this option is chosen, employees must submit their irrevocable election by December 15 of each calendar year (the first year being 2020) to the Police Department Human Resources Division who will then forward it to City Payroll.

Employees will receive eight (8) hours of holiday pay in lieu for each holiday. The employee will receive the pay on the payday following when each of the twelve (12) holidays occur. If this option is chosen, the parties agree that to the extent permitted by law, this holiday pay in lieu is special compensation and shall be reported to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) Holiday Pay.

An employee who does not irrevocably elect option 2 by December 15 of the previous calendar year will receive holidays per Option 1.

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

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

A newly appointed employee must complete six (6) months of continuous, full-time service in order to receive credit for the Floating Holiday listed in Section 9.1 above.

ARTICLE X

10.0 VACATION

10.1 Vacation.

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

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

- B. An employee who has completed less than one year's service during the calendar year shall receive a proportionate fraction in accordance with the amount of service to their credit during the year; provided, however, no employee shall be entitled to use any vacation until they has completed six (6) months of continuous service.
- C. On or after the first (1st) day of the month following completion of six (6) months of continuous full-time service, an employee may be allowed to take all or a proportionate fraction of their earned vacation, subject to scheduling approval of the employee's supervisor.
- D. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service for vacation accrual purposes.

E. Computation of Vacation.

1. If a holiday listed in Article 9 occurs during an employee's vacation, vacation hours will not be deducted. For employees who choose to earn holiday in lieu pay, they are already being paid for the holiday. If an employee qualifies for sick leave while on vacation, the time will be deducted from sick leave, not vacation.
2. With the exception of military leave, an employee who has a break in service of one year or less will continue to accrue vacation per Section 10.2A. If an employee has a break in service of one year or more, they shall be considered a first year employee for purposes of accruing vacation.

F. Vacation Buy-Back. Effective for calendar year 2023 and every year thereafter: By December 15 (the first year being 2022) of each year, employees may make an irrevocable election to cash out up to sixty (60) hours (120 hours if they used 80 hours in the calendar year they are making the election) of vacation which they can accrue per year which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation they irrevocably elected to cash out in either two (2) separate increments of up to thirty (30) (60 if they if they used 80 hours in the calendar year they are making the election) hours or one (1) increment of up sixty (60) hours (120 if they if they used 80 hours in the calendar year they are making the election) they can accrue in a year.

The employee would be paid one half of what they irrevocably elect to cash out hours on both the second pay day in July and the first pay day in December or the employee can elect to be paid sixty (60) hours (120 if they if they used 80 hours in the calendar year they are making the election) on the first pay day in December. However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of vacation the employee has accrued at the time of the cash out.

If an employee makes an irrevocable election to cash out vacation in the following calendar year and uses vacation in that subsequent year, the vacation used will come from vacation the employee had earned prior to January 1 of the year the employee has elected to cash out vacation. This is to ensure that assuming an employee had a vacation balance prior to January 1, the vacation used will not result in a reduction in the amount of vacation the employee will be eligible to cash out.

10.3 Limitation on Vacation.

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

10.4 Vacation Carry-Over.

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

Completed Years	Max Carryover
1	80
2	160
3	280
4	320
5	360
6	364
7	372
8	380
9	388
10	396
11	404
12	412
13	420
14	428
15	436
16	448
17	464
18	480
19	496
20	512
21	520
22	520
23	520
24	520
25	520

10.5 Use of Accrued Vacation. Vacation, may be taken in increments as small as one half (1/2) hour.

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

ARTICLE XI

11.0 OTHER LEAVES OF ABSENCE

11.1 Sick Leave.

- A. Definition. Except as otherwise provided below, sick leave shall be deemed to mean absence from duty of an employee because of illness or injury that prevents the employee from performing the duties of their position and shall be deemed to include time in quarantine resulting from non-duty related exposure to a contagious disease.
- B. Accrual. Each employee shall earn eight (8) hours of sick leave for each full calendar month of service in which they is employed by the City with full pay. 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. Employees on leave of absence for service-connected illness or injury who are covered by the provisions of Labor Code Section 4850, shall continue to accumulate eight (8) hours of sick leave for each full calendar month of service for which they are employed by the City with full pay during said absence for service-connected illness or injury.
- C. Authorized Only When Necessary. Use of sick leave by City employees shall be authorized as follows:
1. Sick leave is not a right which an employee may use at their discretion, but shall be allowed only in cases of necessity and actual sickness or disability, or as authorized in Subsection J below.
 2. For miscellaneous-member employees covered by this MOU, when such an employee's absence is caused by an industrial illness or injury, for which benefits are required to be provided under the State Workers' Compensation Insurance and Safety Act, the City shall pay 100% of salary for the first three (3) days of such absence and sick leave shall not be debited.
- D. Limit. The maximum total accumulation of sick leave shall be 1600 hours. Sick leave usage of less than a full day shall be charged in minimum increments of one-half (1/2) hour.

For employees who are hired or appointed into the bargaining unit following Council approval of this MOU:

- (1) Maximum accumulation of 352 sick leave hours; and
- (2) Any annual accrual over the 352 hours (up to 96 hours) would be cashed out into an employee's RHS during the first pay period in January of each year.
- (3) An employee with more than 352 hours of accrued sick leave, entering into a classification represented by POA shall be reduced to 352 hours (unpaid).

An employee with less than 352 hours of accrued sick leave, entering into a classification represented by POA shall maintain their existing sick leave balance.

- E. Extended. The City Manager may grant leave up to six months without pay to an employee who has exhausted all of their accrued sick leave if a licensed physician indicates that the employee will be sufficiently recovered to return to their employment within a six (6) months period. Prior to the expiration of the additional time, the employee may return to their position provided that they has a certificate from their physicians stating that the employee is able to perform all the duties of their position without qualification. In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year without pay.
- F. Extension by Use of Vacation. After an employee's sick leave has been exhausted, they may be granted permission to take any earned vacation they may have accrued.
- G. Notice. The employee taking sick leave shall notify their immediate supervisor not less than one (1) hour prior to the time they are scheduled to report for duty. If sick leave abuse is suspected, an employee may be required to produce a physician certificate verifying that the employee was sick.
- 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 for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.
- I. Excess Usage. If sick leave is used in excess of that due and available to an employee, such excess sick leave, will first be deducted from any available compensatory time off benefit; second, from any available vacation leave benefit; third, from any available holiday leave benefits; and finally, will be considered leave without pay.
- J. Personal Necessity Leave (Family Sick Leave per Labor Code section 233). Each employee shall be afforded the opportunity to use up to 48 hours of sick leave per calendar year, on a non-cumulative basis. This leave may be used to attend to an illness of a child, parent, spouse, registered domestic partner, grandchild, grandparent, parent in law, or sibling of the employee. As used in this section, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and "parent" means a biological, foster, adoptive parent, a stepparent, or a legal guardian.

Up to three (3) days of this personal necessity leave may be used: (a) to attend to a serious accident to members of the employee's immediate family; (b) childbirth; (c) to cope with imminent danger to the employee's home or other valuable property; or (d) when the existence of external circumstances beyond the employee's control make it impractical for him or her to report for duty. For the purposes of this section only, a "day" shall be defined as the number of hours of

work that an employee is required to work according to their specific workday schedule.

K. Payment for Unused Sick Leave.

Definition. All employees hired or appointed into the bargaining unit prior to Council approval of this 2022 MOU (as this section does not apply to employees hired or appointed into the bargaining unit after Council approval of this 2022 MOU), except for those involved in disciplinary termination, shall be entitled to payment under the following provisions:

1. After ten (10) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for one-third (1/3) of the total sick leave benefit credited to their account upon the effective date of such termination, not to exceed a maximum limit of 427 hours, at the rate of pay in effect on the date of such termination.
 - a. At their option, an employee may convert the above lump sum payment option into the retiree health account fund, held by the SAPOA for the purposes of retiree health insurance or long term care insurance premiums to the extent necessary to provide the employee and their designated eligible dependents, if any, with benefits under the health insurance program maintained by the Association. For unused sick leave benefits had this option not been elected, not to exceed a maximum of 640 hours.
2. After 15 years of cumulative full-time service with the City, each qualified employee shall be entitled to credit for two-thirds (2/3) of the total sick leave benefit credited to their account upon the effective date of such termination, not to exceed a maximum limit of 1,040 hours, calculated at the rate of pay in effect on the date of such termination. This credit shall be applied into the retiree health account fund, held by the SAPOA for the purposes of retiree monthly health insurance premiums or toward long-term care insurance premiums, beginning on the effective date of termination.
3. After 20 years of cumulative full-time service with the City, each qualified employee shall be entitled to one of two options: (a) payment for 1/3 of the total sick leave benefit credited to their account upon the effective date of such termination, not to exceed a maximum limit of 533 hours, at the rate of pay in effect on the date of such termination, or (b) credit for 2/3 of the total sick leave benefit credited to their account upon the effective date of such termination, not to exceed a maximum limit of 1,040 hours.
4. After 25 years of cumulative full-time service with the City, each qualified employee shall be entitled to one of two options: (a) payment for 2/3 of the total sick leave benefit credited to their account upon the effective date of such termination, not to exceed a maximum limit of 1,040 hours, at the rate of pay in effect on the date of such termination, or (b) credit for 2/3 of the

total sick leave benefit credited to their account upon the effective date of such termination, not to exceed a maximum limit of 1,040 hours, as defined in "2" above.

5. A lump sum payment shall be made to the beneficiaries of any eligible employee whose death occurs while such employee is an active employee of the City, such payment to be in the amount of 1/3 of the total sick leave benefit credited to the employee's account at the time of their death, and at the rate of pay effective on the date of death.
6. Upon the death of any retired employee receiving a benefit under this provision, said benefit will continue to be provided through the Association on behalf of said retired employee to their beneficiary.

11.2 Bereavement Leave. An employee shall be granted up to three (3) days leave without loss of pay in case of death of a member of the employee's immediate family. For purposes of this Section only, a "day" shall be defined as the number of hours of work that an employee is required to work according to his/her specific workday schedule. Such leave is designated as bereavement leave. "Immediate family" as used in this section is limited to:

- A. Any relative by blood or marriage who is a member of the employee's household;
- B. A parent, parent-in-law, stepparent, spouse, registered domestic partner, child, brother, stepbrother, sister, stepsister, grandparent or grandchild of the employee, regardless of residence.

11.3 Military Leave.

- A. Proof of Orders and Reinstatements. An employee shall be granted military leave if they furnish the Executive Director of Human Resources or designee satisfactory proof of their orders to report for duty. Upon return and upon showing proof of actual service pursuant to such orders, they will be reinstated as provided in Section 9-143 of the Santa Ana Municipal Code.
- B. Temporary. Members of the reserve forces of the United States, or the National Guard, granted temporary military leave when ordered to duty, in accordance with the Military and Veterans Code and Section 9-144 of the Santa Ana Municipal Code, will be granted leave with pay not to exceed thirty (30) working days in each calendar year after one year's service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

11.4 Jury and Witness Leave. When an on-duty employee is called to serve as a juror or a non-party witness in any court action they shall be allowed leave for the time actually required for such service, without loss of pay. Each on-duty employee called for such service shall present to the Police Chief for examination the subpoena calling them to such service. Refer to Departmental Order 396 - Jury Duty for specifics.

- 11.5 Examination Leave. Employees participating in examinations conducted during their normal working hours for positions in the competitive service of the City of Santa Ana will be granted leave with pay for the time actually required, without loss of any accrued vacation or compensatory time off benefits.
- 11.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without leave for five (5) consecutive working days shall be deemed a resignation from the service; provided, however, if upon return to duty the person so absenting themselves makes an explanation satisfactory to the Police Chief of the cause of their absence, the Police Chief may restore them to their position, with the City Manager's approval.
- 11.7 Authorized Absence Without Pay. Absence without pay not to exceed five (5) consecutive working days' may be authorized by the Police Chief. Absence without pay not to exceed fifteen (15) calendar days may be authorized by the department with the approval of the City Manager. Such absences may be authorized only if in the judgment of the Police Chief they serve the best interest of the City.
- 11.8 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having permanent status plus action by the Police Chief recommending approval of the request, the City Manager may grant a leave of absence for up to six (6) months.

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

- 11.9 Administrative Leave. The City Manager is authorized to grant, at their discretion, administrative leave with or without pay (without pay if the employee requests) for permanent employees if, in their opinion, such a leave is in the interests of the City.
- 11.10 Industrial Leave.
- A. Each "safety member" employee covered by the provisions of Labor Code Section 4850 who is compelled to be absent from duty because of an illness or injury covered by the State of California Workers' Compensation Insurance and Safety Act shall, in lieu of temporary disability compensation payable under the aforementioned Act, continue to be paid their normal salary and accrue other benefits in accordance with the provisions of Labor Code Section 4850.
 - B. Any period of time during which an employee is required to be absent from their position by reason of an industrial injury or industrial illness for which they is entitled to receive compensation shall not be considered a break in continuous service for the purpose of their right to salary adjustment or to the accrual of vacation and seniority.

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

A. Guidelines. It shall be understood that all donations under this procedure are voluntary and subject to taxation for the recipient.

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

B. Eligibility. Full-time employees shall be eligible for catastrophic leave donations if the following criteria are met:

1. When it is reasonably foreseeable that all accrued time on the books, such as sick leave, compensatory time, vacation, and in lieu holidays, will be exhausted and the employee's illness will continue past the time when the employee will be on paid status.
2. The Police Chief or their designee has approved a written request for donations accompanied by a medical statement from the employee's attending physician. The attending physician's statement must verify the employee's need for an extended medical leave and an estimate of the time the employee will be unable to work.

C. Procedure.

1. Upon receipt of a valid request for donations from an eligible employee, the Police Chief or their designee shall post a notice of the eligible employee's

need for donations on bulletin boards accessible to employees. No confidential medical information shall be included in the posted notice.

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

11.12 Assignment Departmental Seniority

Employees who are authorized to be on an unpaid medical leave for twelve (12) weeks or less shall continue to accrue seniority related to their particular assignment, as it relates to the badge number list or for any other purpose concerning Police Department Operations for which seniority is considered. Once such leave of absence exceeds twelve (12) weeks, the employee will no longer accrue seniority (for all purposes, including, but not limited to his/her classification, assignment or rank). While such employee will not lose any of the seniority they have previously earned, by not continuing to accrue seniority at that point,

others who previously were less senior may become more senior than such employee for seniority purposes in the Department.

ARTICLE XII

12.0 EMPLOYEE INSURANCE

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

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

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

Effective January 1, 2024, the City will begin to administer medical and dental insurance for active employees. The City will contribute the following amounts for each employee:

Employee Only - \$804.00

Employee + 1 - \$1,457.00

Employee + family - \$1,850.00

These amounts are inclusive of the CalPERS statutory minimum (\$151 for 2023 but not yet known for 2024).

Dental – Cost of coverage up to \$130.

Long-Term Disability Insurance – Effective January 1, 2024, the City will begin to administer Long-Term Disability insurance. The City will agree to pay 100% of the premium for a long-term disability policy with a 60-day elimination period up to a maximum of \$10,000 per month.

- B. Life Insurance. The City shall provide term life insurance coverage for each affected employee in the amount of thirty thousand dollars (\$30,000), plus twenty thousand dollars (\$20,000) accidental death and dismemberment (AD + D) coverage.

12.2 Retiree Health Contribution.

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

12.3 If an employee is on an unpaid leave of more than fifteen (15) calendar days in a calendar month the City will not contribute toward any insurance coverage for the following calendar month.

The Police Department will notify the Association of all employees on unpaid leave or who separate from City employment within three (3) working days. The City will continue the payment of contribution for insurance coverage until the end of the month in which the Association had received notice from the City of the employee's separation from employment.

ARTICLE XIII

13.0 RETIREMENT

13.1 General. The City shall continue to make contributions to the California Public Employees' Retirement System (CalPERS) in accordance with its contract with CalPERS for employees covered by said contract as amended.

13.2 Deferred Retirement. The City shall continue to make payment to CalPERS on behalf of each employee covered by this MOU in accordance with the following schedule:

- A. For Safety employees covered by this MOU who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall pay the nine percent (9%) member contribution and report it to CalPERS as compensation earnable.
- B. For Miscellaneous employees covered by this MOU who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) the City shall pay the eight percent (8%) member contribution and report it to CalPERS as compensation earnable.

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

Such payments are not increases in base salary and no salary rate range applicable to any of the employees covered by this MOU shall be changed or deemed to have been changed by reason thereof. As a result, the City will not treat these payments as ordinary income and thus, will not withhold federal or state income tax from said payments as permitted by IRS Code section 414(h)(2).

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

13.3 CalPERS Fourth Level of 1959 Survivors Benefits. The City will provide CalPERS fourth level of 1959 Survivors Benefit to all eligible employees in the unit. Employees pay the employee contribution for this benefit.

13.4 CalPERS Pre-Retirement Optional Settlement 2 Death Benefit. The City shall provide the CalPERS Pre-Retirement Optional Settlement 2 Death Benefit to all employees covered by this MOU.

13.5 Military Service Credit as Public Service. Employees may elect (per Government Code 21024) to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service.

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

All Safety employees who do not qualify as “New Members” under PEPRA shall pay twelve percent (12%) compensation earnable to pay for the employer portion of the City’s CalPERS contribution. This payment shall be paid in accordance with Government Code Section 20516(f). If, at any time in the future, the Association informs the City that it no longer agrees to this cost sharing agreement, effective on the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) these employees’ base salary would be reduced by twelve percent (12%).

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

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

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

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

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

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

The employee’s contribution rate for Miscellaneous employees who do not qualify as “New Members” under PEPRA is eight (8%) percent compensation earnable. All employee contributions for retirement benefits are paid to the employer portion of the City’s CalPERS contribution. This payment shall be paid in accordance with Government Code section 20516(f). If, at any time in the future, the Association informs the City that it no longer agrees to this cost sharing agreement, effective on the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) these employees’ base salary would be reduced by eight percent (8%).

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

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

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

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

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

- 13.10 Credit for Unused Sick Leave. All employees covered by this MOU can have unused accumulated sick leave at the time of retirement converted to additional service credit, pursuant to Government Code section 20965. The City must report only those hours of unused sick leave that were accrued by the employee during the normal course of employment. This section applies to members whose effective date of retirement is within four (4) months of separation from employment.

- 13.11 Uniform Allowance. With respect to Safety and Miscellaneous employees who do not qualify as “New Members” under the California Public Employees’ Pension Reform Act (PEPRA), the City shall report to CalPERS the monetary value of uniforms and uniform maintenance for those employees required to wear uniforms. The monetary value (as of the first date of the MOU) by classification is listed in Exhibit B, entitled “Uniform Allowance by Classification.” The amounts listed in Exhibit B may be adjusted (either upward or downward) as the cost of the uniforms and/or their maintenance changes. The value of the Uniform Allowance shall be determined by the City (based on the current cost of the uniforms and/or their maintenance at the time of the report to CalPERS) and will be reported to the California Public Employees’ Retirement System (CalPERS) for retirement purposes only.

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

ARTICLE XIV

14.0 ASSOCIATION LEAVE

The Association shall be provided with one thousand and forty hours (1040) hours of paid leave annually to be used by Association Board members, including the President, to conduct Association business.

The 1040 hours are to be used for release from work. The 1040 hours cannot be used by an employee during an employee's off duty hours and then applied to work hours.

These hours do not count as hours worked for overtime purposes.

The 1040 hours must be tracked by use of a separate payroll code so that each time it is used it is specifically accounted for on the time sheet of the employee who uses it.

Employees wishing to use this leave must seek approval from the Executive Director of Human Resources or designee at least 72 hours in advance and must receive approval to take the leave. Approval will be granted if reasonable notice is provided, however, the City reserves the right to rescind an approval if it believes there are significant operational reasons that require the employee to be at work or in cases of emergency.

This Association Leave does not accrue. Each January 1st there will be 1040 hours to be used for the calendar year. If any of the 1040 hours are not used, they do not carry over to the next year.

The POA President is responsible for keeping track of the hours used by the Association and will inform the Executive Director of Human Resources or designee each quarter of the hours used by the employees.

In the first pay period of each calendar year, each member of the Association shall have two and one half (2.5) hours deducted from their vacation accrual to pay for this leave.

ARTICLE XV

15.0 RESIDENCY

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

ARTICLE XVI

16.0 DISCIPLINE

16.1 Pre-Disciplinary Procedure.

If an employee is to be suspended, receive a reduction in pay, transferred for purposes of discipline, demoted, or discharged, the employee shall:

1. Receive written notice of the intended action at least ten (10) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the intended action is based.
2. Receive copies of any known materials, reports, transcripts, statements or other documents upon which the intended action is based upon.
3. Be accorded the right to respond to the intended charges in writing or in person with the Chief of Police within a reasonable period of time, not to exceed ten (10) days unless the Chief of Police authorizes a longer time.
5. Be given the written decision of the Chief of Police prior to the effective date of the disciplinary action.

16.2 Disciplinary Appeals Procedure.

The following appeals procedures are adopted by the parties pursuant to Government Code § 3304.5 of the Public Safety Officers' Procedural Bill of Rights Act.

1. Punitive Action - The term "punitive action" means any action defined by Government Code § 3303, i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."
2. Formal Appeals Procedures – For Punitive Action Not Covered by the Informal Hearing Process
 - a. Filing the appeal: If an employee desires to appeal a disciplinary action not covered by the informal process, they (or their representative) shall submit a written notice of appeal to the Executive Director of Human Resources or designee. A representative of the City shall contact either the employee or their identified representative within ten (10) calendar days of receipt of the notice of appeal to determine whether the parties can agree on an arbitrator to hear the appeal. If the parties cannot reach agreement on an arbitrator, the Executive Director of Human Resources or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall

strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.

- b. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the list of arbitrators, the arbitrator themselves, and the court reporter shall be split evenly (50% and 50%) between the City and the Association. Once the arbitrator issues their advisory recommendation, the Executive Director of Human Resources or designee will submit the advisory recommendation to the City Manager.
 - 1) The Arbitrator's Decision: The arbitrator shall issue their advisory recommendation within thirty (30) calendar days from the conclusion of the hearing.
- c. The City Manager's Role: Within thirty-five (35) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send their final written decision to the parties. The City Manager may accept, reject, or modify the arbitrator's advisory recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that imposed by the Chief of Police. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the arbitrator's advisory recommendation and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitration.
- d. Right to File in Court: The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6 that provides a ninety (90) day statute of limitations.

16.3 Informal Appeals Procedures.

The Informal Appeals Procedure, as opposed to the formal procedures, will be used for written reprimands.

- a. Appeal to the Chief of Police
 - 1) The appeal is an opportunity for the employee to present information and arguments why a punitive action should not occur or offer alternatives to the action.
 - 2) Notice of Appeal: Within ten (10) calendar days of receipt by an employee of the written reprimand, the employee shall notify the Executive Director of Human Resources or Designee in writing that they intend to appeal the punitive action. The Executive Director of Human Resources or designee shall contact either the employee or their identified representative within ten (10) calendar days of receipt of the notice of appeal to schedule the appeal.

- 3) Hearing Officer: The Chief of Police shall act as the hearing officer. The meeting shall take place within twenty-one (21) calendar days of the date the employee filed the appeal or such other time as may be agreeable by the parties.
- b. Conduct of Meeting
 - 1) The rules of privilege shall be observed.
 - 2) The parties may present arguments through documents and/or oral statements.
 - 3) Representation: The employee may be represented by an Association representative or attorney of their choice.
 - c. Decision: After the meeting, a decision will be submitted in writing within thirty (30) calendar days and provided to the employee. The decision is final. The decision shall advise the employee that the time within which judicial review of the decision may be sought as governed by Code of Civil Procedure § 1094.5.

ARTICLE XVII

17.0 GRIEVANCE REVIEW PROCEDURE

17.1 Definition of Grievance. A grievance shall be defined as a timely complaint by an employee, a group of employees or the Association concerning the interpretation or application of specific provisions of this MOU.

17.2 Step 1.

- A. An employee or the Association must first attempt to resolve the grievance at Step 1 with the Executive Director of Human Resources or designee without undue delay, but in no case, beyond a period of ten (10) calendar days after the occurrence of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance. The parties can mutually agree to extend any deadlines in this section.
- B. The Executive Director of Human Resources or designee will respond to the grievance within fourteen (14) calendar days of receiving the grievance.
- C. Every effort shall be made to find an acceptable solution to the grievance at Step 1.
- D. If the grievant is not satisfied with the response from the Executive Director of Human Resources or designee, the grievant, within ten (10) calendar days of receiving the response must submit the grievance in writing to Step 2 (advisory arbitration) by emailing the Executive Director of Human Resources or designee. Should the grievant fail to file a written grievance at Step 2, within ten (10) calendar days after receiving the response at Step 1, the grievance shall be barred and waived.

17.3 Step 2.

- A. A representative of the City shall contact the grievant within ten (10) calendar days of receipt of the Step 2 grievance to determine whether the parties can agree on an arbitrator to hear it. If the parties cannot reach agreement on an arbitrator, the Executive Director of Human Resources or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.
- B. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the list of arbitrators, the arbitrator themselves, and the court reporter shall be split evenly (50% and 50%) between the City and the Association. Once the arbitrator issues their advisory recommendation, the Executive Director of

Human Resources or Designee will submit the advisory recommendation to the City Manager.

- 1) **The Arbitrator's Decision:** The arbitrator shall issue their advisory recommendation within thirty (30) calendar days from the conclusion of the hearing.
- C. **The City Manager's Role:** Within thirty-five (35) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send their final written decision to the parties. The City Manager may accept, reject, or modify the arbitrator's advisory recommendation or any part thereof. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the arbitrator's advisory recommendation and the evidence, both documentary and testimonial, and arguments presented at the advisory arbitration.
- D. **Right to File in Court:** The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6 that provides a ninety (90) day statute of limitations.

17.4 Alleged violations of City Rules, Regulations, and Policies

If an employee, group of employees or the Association (grievant) believes there has been a violation, misapplication or misinterpretation of a City rule, regulation or policy, the grievant may, file a grievance within ten (10) calendar days of the alleged violation, misapplication or misinterpretation or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance. The parties may mutually agree to extend the timeline to file a grievance per this section.

Such a grievance should be filed with the Executive Director of Human Resources or designee. The grievant may request a meeting with either the Chief of Police or City Manager (depending on who made decision). The decision of Chief of Police or City Manager's shall be final.

ARTICLE XVIII

18.0 DUES DEDUCTION AND INDEMNIFICATION

- 18.1 Dues Deduction. The City shall deduct dues, on a regular basis, from the pay of all employees recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a form to be provided for this purpose by the City. The City shall remit such funds to the Association within thirty (30) days following their deduction.
- 18.2 Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits instituted by a member or members of the Association arising out of the deductions or transmittal or such funds to the Association, except the intentional failure of the City to transmit, to the Association, monies deducted from the employees pursuant to this Article.

ARTICLE XIX

19.0 CITY RIGHTS

- 19.1 The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law, shall include but not be limited to the following rights:
- A. To manage the City generally and to determine the issues of policy.
 - B. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
 - C. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
 - D. To determine methods of financing.
 - E. To determine types of equipment or technology to be used.
 - F. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
 - G. 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.
 - H. 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.
 - I. 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.
 - J. To establish and modify productivity and performance programs and standards.
 - K. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in the City Charter and Santa Ana Municipal Code.
 - L. To determine job classifications and to reclassify employees as well as to determine minimum qualifications for entry level classifications..
 - M. To hire, transfer, promote, and demote employees for non-disciplinary reasons in

accordance with this MOU.

- N. To determine policies, procedures, and standards for selection, training, and promotion of employees.
 - O. To establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith.
 - P. To maintain order and efficiency in its facilities and operations.
 - Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.
 - R. To take any and all necessary action to carry out the mission of the City.
- 19.2 Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in the MOU.

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

ARTICLE XX

20.0 STRIKES AND WORK STOPPAGES

20.1 Prohibited Conduct.

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

20.2 Association Responsibility. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 20.1A of this Article, Prohibited Conduct, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in said Section 20.1A, and return to work.

ARTICLE XXI

21.0 LAYOFFS

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

ARTICLE XXII

22.0 SOLE AND ENTIRE AGREEMENT

- 22.1 It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel rules and regulations or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law or the City Charter.
- 22.2 The City will continue to administer its employee relations and its personnel policies and procedures in accordance with duly-adopted ordinances and resolutions, and the affected employees will continue to be governed thereby during the term of this MOU.

ARTICLE XXIII

23.0 SEPARABILITY PROVISION

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

ARTICLE XXIV

24.0 TERM OF MOU

24.1 The term of this MOU shall be from January 1, 2022 through December 31, 2022.

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

Dated: _____

By: _____
MAYOR

Dated: _____

By: _____
CITY MANAGER

Dated: _____

By: _____
EXECUTIVE DIRECTOR OF
HUMAN RESOURCES

ATTEST:

ACTING CLERK
OF THE COUNCIL

APPROVED AS TO FORM:

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

EXHIBIT A

BASIC SALARY AND WAGE SCHEDULE

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

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

EXHIBIT B

UNIFORM ALLOWANCE BY CLASSIFICATION

	Job Title	Rounded to .10
POA-NS	Animal Services Officer I	\$ 27.50
POA-NS	Animal Services Officer II	\$ 27.50
POA-NS	Communications Services Officer	\$ 28.40
POA-NS	Correctional Officer	\$ 27.50
POA-NS	Correctional Supervisor	\$ 27.50
POA-NS	Forensic Specialist I	\$ 27.50
POA-NS	Forensic Specialist II	\$ 27.50
POA-NS	Forensic Specialist Supervisor	\$ 27.50
POA-NS	Parking Control Officer	\$ 27.50
POA-NS	Police Communications Supervisor	\$ 27.50
POA-NS	Police Community Services Specialist	\$ 27.50
POA-NS	Police Evidence & Supply Specialist	\$ 27.50
POA-NS	Police Evidence & Supply Supervisor	\$ 27.50
POA-NS	Police Investigative Specialist	\$ 27.50
POA-SWORN	Police Officer	\$ 27.50
POA-SWORN	Police Officer (with Motor Officer Premium)	\$ 38.60
POA-NS	Police Property & Evidence Supervisor	\$ 28.40
POA-NS	Police Recruit	\$ 27.50
POA-SWORN	Police Sergeant	\$ 27.50
POA-SWORN	Police Sergeant (with Motor Officer Premium)	\$ 38.60
POA-NS	Police Service Officer	\$ 27.50
POA-NS	Police Services Dispatcher	\$ 28.40
POA-NS	Senior Parking Control Officer	\$ 27.50
POA-NS	Traffic Services Specialist	\$ 27.50