

**NOVEMBER 16, 2022 – NOVEMBER 15, 2024**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE CITY OF SANTA ANA AND**

**SANTA ANA CITY EMPLOYEES, CHAPTER 1939/SERVICE EMPLOYEES**

**INTERNATIONAL UNION LOCAL 721, PART TIME NON CIVIL SERVICE**

**EMPLOYEE REPRESENTATION UNIT**

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## ARTICLE I

### 1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Santa Ana (hereinafter called the “City”) has recognized Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721, (hereinafter called the “Union”) as the exclusive representative of the representation unit which includes part time personnel employed by the City as defined in Section 1.2 of this Memorandum of Understanding (hereinafter called the “MOU”).
- 1.2 The Union represents employees in the classifications listed in Exhibit A of this MOU.
- 1.3 Per Article X, Section 1002 of the City Charter of the City of Santa Ana, all Part Time positions or employments requiring less than twenty (20) regular hours of employment per week are in the “Excepted Service” of the City. Employees in this unit are part of the Excepted Service and are not covered by the City’s Civil Service System. Nothing in this MOU shall be deemed to confer any vested rights or rights greater than those provided in the Charter or ordinances of the City to employees in the unit.

## ARTICLE II

### 2.0 NON-DISCRIMINATION

- 2.1 The City and the Union agree that they shall not discriminate against any employee because of political affiliation, union activities, union membership, union leadership roles, race, color, sex, age, national origin or alienage, sexual orientation, political or religious opinions or affiliations, religious creed, ancestry, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, military or veteran status, status as a part-time worker, and other protected classifications as defined by the California Fair Employment and Housing Act (FEHA).

## ARTICLE III

### 3.0 WORKING CONDITIONS

- 3.1 Hours of Work. The Department Head, or his or her designee shall determine the number of hours of work per day and work which any employee may be required to work, or whether such Part Time employee shall work at all.
  - A. Rest Period. A paid rest period of fifteen (15) minutes may be granted during each work period of four (4) or more consecutive work hours, subject to the operational needs and staffing requirements of the department during that period.

B. Meal Period. Part Time employees who are scheduled to work and who work a minimum of six (6) hours in a day shall be entitled to an unpaid lunch period of one-half (½) hour. Such non-paid lunch periods shall be scheduled at or about the midpoint of each work shift.

3.2 Maximum Hour Limits. Employees are limited to a maximum of twenty (20) hours of work per week except when an employee is placed on emergency appointment.

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

B. Part time employees who are members of CalPERS may work up to a maximum of 1040 hours per fiscal year.

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

3.3 Sub-Contracting. In the event the City decides to sub-contract the work currently performed by bargaining unit employees it will provide notice and an opportunity to meet and confer to the Union.

## ARTICLE IV

### 4.0 COMPENSATION AND OVERTIME

4.1 Wage Rate Schedule. The wage rates for the designated class titles for employees in the unit are set forth in Exhibit A.

Effective on the first day of the pay period following City Council approval of this MOU, the base salaries for all employees in the bargaining unit will be increased by five percent (5.00%).

Effective on the first day of the pay period following July 1, 2023, the base salaries for all employees in the bargaining unit will be increased by five percent (5.00%).

All employees in the bargaining unit as of City Council approval of the MOU with an original hire date prior to May 1, 2020, and for those who have been since re-hired who are active in the unit will receive a one-time payment of two thousand dollars (\$2,000.00). At the same time, all other active employees in the unit who do not qualify for the one two thousand dollar (\$2,000.00) one-time payment, shall receive a one-time payment of three hundred dollars (\$300.00). The payment will be made as soon as practicable but no later than sixty (60) days of approval of the MOU.

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

- A. Adjustment of Time Sheets. The Employee must be given an explanation of any changes to his/her time sheet within 24 hours of any change.
- B. Pay Day: If an employee's timesheet and/or paycheck payroll record (i.e., electronic payroll entries) is not processed in the applicable designated pay period and the employee is not at fault for improperly submitting paperwork, the employee may request a special paycheck to be paid within five business days of the regular pay day. The employee must verify that they have submitted the proper paperwork by the department payroll deadline and the Department will have the opportunity to review the claim. Upon confirming the employee is not at fault, the special paycheck will be produced within five business days.

4.3 Initial Wage Rate.

The initial wage rate for new employees covered by this MOU shall be the lowest rate assigned to the class title in the Wage Rate Schedule (Exhibit A) to which the employee is appointed; provided, however, the Appointing Authority may appoint a new employee at a higher step in the applicable wage rate range assigned to the class title if there has been unusual difficulty in recruiting competent employees at the lowest rate, or the higher initial rate selected is commensurate with the education and experience of the appointee.

4.4 Advancement within Ranges.

Employees shall advance steps within their wage range (e.g., from Step A to Step B and from Step B to C, etc.) after completing 1040 hours of work (which includes, hours paid for sick leave, jury duty and work on a holiday) at each step. Employees shall move to the next Step on the range effective the first day of the pay period following the date of completion of 1040 work hours until they are at top step (Step E).

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

- A. Certification by the Executive Director of Human Resources or designee, as having satisfactorily demonstrated conversational fluency in both languages for any position requiring bilingual capability.
- B. Positions where it has been determined by the Department Head that bilingual proficiency is essential to carry out duties and responsibilities of a critical and/or

emergency nature without ready access to backup assistance, or positions where bilingual public contact is a major, essential or integral element of the work being performed, shall be designated as Primary Bilingual Assignments. Employees in such positions shall be paid in a differential of one dollar and one cent (\$1.01) per hour starting in the pay period after the employee is approved for bilingual pay.

- C. Positions where it has been determined by a Department Head that regular and frequent bilingual usage is necessary to the performance of duties, but not major, essential, or integral element of the work, shall be designated as a Secondary Bilingual Assignment. Employees in such position shall be paid a differential of twenty-three cents (\$.23) per hour starting in the pay period after the employee is approved for bilingual pay.
- D. The City may require periodic recertification of bilingual capability.

4.6 Deferred Compensation Retirement. The City has adopted a qualified retirement plan for all employees in the unit not covered by CalPERS to comply with the Omnibus Budget Reconciliation Act of 1990. This plan is a qualified Section 457 Deferred Compensation Plan. This Plan is currently set up through the Public Agency Retirement Services (PARS).

- A. Employees covered by this plan (i.e., all employees in the unit who are not enrolled in CalPERS) shall be required to contribute 3.75% of their wages into the Plan.
- B. The City agrees to contribute 3.75% of all employees' (enrolled in this plan and not in CalPERS) wages into the employees' retirement plan.
- C. If, at any time in the future, it is determined by the Internal Revenue Service, a court or a change in the law that this plan does not qualify as a qualified alternative retirement system to Social Security coverage, the City shall discontinue its contributions into the plan for employees in the plan. The City shall not assume responsibility for the payment of any back taxes due for Social Security coverage or for payments to any other qualified retirement plan except for those payments mandated by law to be paid for by an employer.
- D. Employees Covered By CalPERS. Employees who are required to be enrolled in the California Public Employees' Retirement System (CalPERS) because they work in excess of 999 hours in any fiscal year are subject to the following:

Miscellaneous members who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA), shall be enrolled in the 2.7% @ 55 benefit formula per Government Code section 21354.5 and shall pay the 8% member contribution. "New members" as defined by PEPRA will be enrolled in the 2% @ 62 benefit formula per Government Code section

7522.20(a) paying one half of the normal cost rate, as established each year by CalPERS.

E. The City at no time shall be required to pay contributions to the two separate retirement systems provided to employees in this unit – (for example CalPERS and PARS). Employees in this unit are either members of CalPERS or PARS, not both. However, employees in this unit may participate in the voluntary 457 Deferred Compensation Plan.

4.7 Overtime. Any work in excess of forty (40) hours in a workweek shall entitle the employee to overtime compensation, at a rate equal to one and one-half (1 ½) times the employee's regular hourly rate of pay.

A. Employees who work overnight trips and remain available for duty for any 24 hour period shall be paid for 16 hours each 24 hour period.

B. Any partial day worked shall be paid based on actual hours worked on that day.

4.8 Holidays. Employees who are required to work on an official City holiday will be compensated at time and one-half (1.5x) for all hours worked. In those years when an employee works on July 4th but the City observes the holiday on July 3rd, that employee will be compensated at time and one-half (1.5x) for all hours worked on the July 4th. If an employee works both July 3rd and July 4th they will only receive the time and one-half compensation for one of those days.

4.9 Report Pay. Any employee who reports to work for a scheduled shift of 2 hours or more, but is dismissed prior to the completion of 2 hours, shall be compensated for a total of 2 hours.

4.10 Callback Pay. An employee required to report to work when not scheduled, will receive a minimum 1 hour of pay.

4.11 Paid Leave Time. Employees shall be allowed paid time off if any of the following occur during their regular work hours: City conducted job examinations/interviews, jury duty and if subpoenaed as a witness in City related litigation.

4.12 Paid Sick Leave. Employees accrue paid sick leave hours and utilize such time for purposes defined by California's Healthy Workplaces/Healthy Families Act of 2014.

All employees in the unit may accrue up to 24 hours of sick leave per calendar year (employees accrue one (1) hour for each 30 hours worked up to 24 hours per calendar year) with a maximum accrual of 48 hours. Any unused accrued sick leave shall carry over to the following year of employment per Labor Code section 246(d). Each employee can use

accrued sick leave time beginning the 90th day of employment. If sick leave abuse is suspected, an employee may be required to produce a physician certificate verifying that the employee was sick. Employees may use any of their accrued sick leave as defined by law.

Employees may use up to fifty percent (50%) of the total leave time available for use in a calendar year for personal necessity. Personal necessity is defined as follows: a) to attend to a serious accident to members of the employee's immediate family; b) childbirth; c) to cope with imminent danger to the employee's family, home, or other valuable property; d) to attend to medical or dental appointments for members of the employee's household; e) when the existence of external circumstances beyond the employee's control make it impossible for him or her to report for duty.

- 4.13 Pregnancy Disability Leave. Employees are covered by the Pregnancy Disability Leave Act which includes the ability to receive up to four months of leave for pregnancy disability.

## ARTICLE V

### 5.0 UNION TRUST & INSURANCE

- 5.1 Union Trust Fund. The Union established a trust fund to reimburse active unit employees for certain benefits. The eligibility criteria and benefit levels have been developed, administered and managed solely by the union.

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

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

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

- 5.3 Retirement Health Savings (RHS) Plan.

Effective in the pay period following City Council approval of this MOU, employees shall participate in the City's RHS Plan. Three quarters of one percent (.75%) will be deducted from each employee's base pay and deposited into their individual RHS account each pay period. This contribution shall be made on a pre-tax basis.



## ARTICLE IV

### 6.0 CITY PAID TRAINING/INSTRUCTION

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

If an employee is required by his or her Department Head to attend a workshop, seminar, conference or similar training/educational activity, the cost of the training shall be paid by the City and the employee shall be paid for his/her time in the training as hours worked. The employee may be relieved of their work duties during the training.

## ARTICLE VII

### 7.0 UNIFORM MAINTENANCE, SAFETY SHOES & TOOLS

- 7.1 Uniform Maintenance. All employees who are required by the City to wear a uniform while on duty shall be provided a sufficient number of clean uniforms per fiscal year at no cost to the employee. Employees may request additional uniforms based on operational need or to replace worn uniforms with uniforms that are in good condition. The Department shall make a reasonable effort to accommodate all such requests. The City shall provide weather gear (hat, rain gear, rain boots, and a plastic water bottle) for field personnel.

- 7.2 Safety Shoes.

- A. The City agrees to pay up to two hundred dollars (\$200) per fiscal year per eligible employee, for the purchase and/or repair of approved safety shoes/boots. The option of purchase and/or repair shall be at the sole discretion of the employee.
- B. All safety shoes/boots purchased under this program must meet the requirements under the American Society for Testing and Materials (ASTM) F 2412-05 and F 2413-05.
- C. If a particular class is designated as required its incumbents to wear safety shoes., then it will be mandatory for all incumbents of that class to wear the type of safety shoe (boot or low-quarter) deemed to be appropriate by the Department Head (some exemptions may be allowed, on a case-by-case basis, depending on the type and amount of exposure to hazard in particular positions) and subject to the approval or disapproval of the Executive Director of Human Resources or designee.

- D. The procedure necessary to be followed for the implementation and operation of this program shall be in accordance with the existing policies and procedures as previously established by the City.

7.3 Tool Reimbursement Policy. Unit employees with at least one year of service, who are assigned to fleet and are required to use their own tools, will receive a tool reimbursement up to \$500 per fiscal year.

## ARTICLE VIII

### 8.0 MISCELLANEOUS PROVISIONS

8.1 During the term of this Agreement:

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

B. If any employee with less than five years of service (5200 hours) is terminated from employment with the City, he or she may request a review of the action with the Department head or designee prior to the effective date of the action. Said meeting shall be held prior to the effective date of the action.

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

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

1) The City's Executive Director of Human Resources or designee shall be provided with a list of names and classification titles of the employees serving as the Union's Board members, Officers, and Employee Representatives. Such Board members, Officers, and Employee Representatives shall be considered work site representatives.

- 2) During the term of this MOU, the City agrees to grant a up to a total of fifty (50) hours per fiscal year which cannot be carried over to another fiscal year if not used, to this bargaining unit to allow its work site representatives, without loss of pay, to perform the responsibilities of their positions as follows: the investigation and processing of grievances, including representation at all levels of the grievance procedure; meetings with Department Heads involving the termination of employees, and joint labor-management meetings.
- 3) Work site representatives shall make advance arrangements with their supervisors prior to absenting themselves for such purposes and shall be required by the City to record and report to their supervisors on the work time spent in assisting other employees or on Union business, as defined in #2 above. Such time shall be recorded as “union representative time.”
- 4) Officers, worksite leaders/stewards and/or paid Union representatives shall be permitted to visit break and lunch areas designated by the City, before or after work or during designated lunch periods for the purpose of discussing Union business, provided that arrangements are made in advance with the manager responsible for the worksite.

D. Executive Board Member’s Union Release Time.

- 1) The City’s Executive Director of Human Resources or designee shall be provided with the name and classification title of the unit employee serving as the Union’s Executive Board Member.
- 2) One (1) designated SEIU Local 721 Executive Board Member shall be allowed up to 20 hours per year without loss of pay and benefits to perform the responsibilities, of his/her position.
- 3) The Union shall reimburse the City for 100% of the salary, including any premium payments and benefit costs for Union Release Time.
- 4) The Union agrees to pay for Union Release Time within thirty (30) days of receiving the bill from the City.
- 5) The Executive Board Member shall make advance arrangements with his or her supervisor prior to absenting him or herself from work related to his or her union responsibilities and shall be required by the City to record and report to his or her supervisor on the work time spent in Union Release Time. Such time shall be recorded as “union release time.”

- E. If, at some point in the future, the President for the SEIU 721/Association bargaining unit is elected from the Part Time Non-Civil Service category of employment, then all rights and privileges pertaining to President's leave shall apply.
- F. Electronic Time keeping. The City agrees to meet and confer over the impacts of its decision when and if it desires to implement an electronic time keeping system.
- G. Promotional Opportunities. The City shall give employees in this unit the opportunity to apply for full-time "open," "open and promotional," and "restricted" positions.
- H. Expense Reimbursement. The City shall reimburse employees for any pre-approved work-related expenses.

## ARTICLE IX

### 9.0 GRIEVANCE PROCEDURE

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

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

- 9.3 Informal Process – First Step.
  - A. An employee and/or his or her designated representative must first attempt to resolve the grievance on an informal basis through discussion with his or her immediate supervisor without undue delay, but in no case, beyond a period of fifteen (15) calendar days after the occurrence of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance.
  - B. Every effort shall be made to find an acceptable solution to the grievance through this informal means at the most immediate level of supervision.

- C. In order that this informal procedure may be responsive, both parties involved shall expedite this process. If, within fifteen (15) calendar days, a mutually acceptable solution has not been reached at the informal level, the employee and/or the employee's designated representative shall then set forth the grievance in writing, indicate the nature of the action desired, sign it, and submit it in duplicate to the employee's Department Head. At this point, the grievance review process becomes formal. Should the grievant fail to file a written grievance, and in the manner specified above within fifteen (15) calendar days after first discussing the grievance with the employee's immediate supervisor, the grievance shall be barred and waived.
- D. Any resolution of the grievance at the informal stage by any person other than a mid-level manager or above shall not become precedence or be used to establish past practice regarding implementation, interpretation, or application of this MOU.

#### 9.4 Formal Process.

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

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

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

## **ARTICLE X**

### 10.0 DUES DEDUCTION & INDEMNIFICATION

10.1 Union Dues.

When an employee is hired they shall participate in an employee orientation process with the Union. If following the employee orientation process, the employee returns an Authorization form authorizing the deduction of union dues, the City shall initiate the payroll deduction of Union dues, beginning the first pay period of employment if returned within three calendar (3) days of the orientation or effective on the next pay period if returned any other time.

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

## **ARTICLE XI**

### 11.0 CITY RIGHTS

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

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or nonexistence of facts which are the basis of the Management decision.
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.

- E. To determine methods of financing.
- F. To determine types of equipment and/or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reason, subject to the provisions of the City Charter, Municipal Code, Federal and State law and this MOU.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions set forth in the City Charter and Santa Ana Municipal Code.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this MOU.
- O. To determine policies, procedures, and standards for selection and training and promotion of employees.
- P. To establish employee performance standards including but not limited to quality and quantity standards and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.

S. To take any and all necessary action to carry out the mission of the City in emergencies.

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

## **ARTICLE XII**

### **12.0 EMERGENCY WAIVER PROVISION**

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

## **ARTICLE XIII**

### **13.0 SEPARABILITY PROVISION**

13.1 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, provided that if any such affected provisions invalidate or void any benefits of employees covered hereunder, the parties shall forthwith commence negotiations to replace the invalidated benefits with benefits of comparable value.

## **ARTICLE XIV**

### **14.0 EMPLOYEE ORIENTATION**

Each new employee shall be scheduled to attend an orientation. The City shall provide the Union with no less than ten (10) calendar days' advance written notice of the date, time and location of the orientation. The City may provide shorter notice only in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. Such notice shall be sent to the Union via an email to [membership@seiu721.org](mailto:membership@seiu721.org), the designated SEIU Worksite



Organizer, and the Chapter President. The notice shall also include the new employee's name, employee identification number (if assigned yet), and job title.

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

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

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

## **ARTICLE XV**

### **15.0 TERM OF AGREEMENT**

15.1 This MOU will expire on November 15, 2024. The City is willing to begin negotiations for a successor MOU by March 1, 2024 if requested by February 1, 2024 by the union. If the union makes a request after February 1, 2024, the City agrees to begin negotiations within thirty (30) days of the request to bargain from the union.

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:

APPROVED AS TO FORM:

\_\_\_\_\_  
CLERK OF THE COUNCIL

\_\_\_\_\_  
Peter Brown  
Labor Attorney

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

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

\_\_\_\_\_  
Kristin Aldridge  
Chief Negotiator

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

By: \_\_\_\_\_  
Monica Suter  
SEIU President

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

\_\_\_\_\_  
Renee Hernandez  
Board Member

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

By: \_\_\_\_\_  
Carmen Acosta  
Board Member

**SEIU PART-TIME HOURLY WAGE RATE SCHEDULE  
EFFECTIVE NOVEMBER 26, 2022**

**EXHIBIT A**

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Account Clerk I	09041	20.48	21.47	22.54	23.68	24.85
Account Clerk II	09042	22.65	23.77	24.99	26.21	27.52
Administrative Aide	09770	25.96	27.26	28.61	30.05	31.55
Animal Keeper	09000	16.31	17.13	17.99	18.89	19.83
Building Maintenance Assistant	09215	22.31	23.42	24.59	25.85	27.10
Cashier	09040	15.86	16.65	17.48	18.35	19.27
Clerical Aide	09060	16.17	16.99	17.80	18.69	19.62
Clerk Typist	09090	21.21	22.27	23.38	24.55	25.78
Combination Inspector	09800	31.71	33.27	34.97	36.70	38.56
Community Center Aide	09100	21.20	22.26	23.37	24.54	25.77
Computer Technician	09690	20.63	21.66	22.75	23.90	25.11
Customer Service Clerk	09780	21.26	22.31	23.43	24.60	25.85
Data Entry Clerk	09120	17.63	18.52	19.48	20.43	21.46
Engineering Apprentice	09471	21.81	22.90	24.05	25.25	26.51
Equip. Svc. Attendant	09140	19.85	20.81	21.89	22.94	24.12
Information Desk Clerk	09755	17.80	18.69	19.62	20.60	21.63
Janitor	09170	16.26	17.07	17.92	18.82	19.78
Library Associate	09271	19.91	20.91	21.95	23.06	24.22
Library Clerk I	09200	16.59	17.40	18.28	19.22	20.15
Library Clerk II	09210	18.38	19.29	20.23	21.26	22.31
Maintenance Attendant	09230	15.75	16.54	17.09	17.94	18.84
Mobile Library Clerk	09280	20.21	21.26	22.29	23.42	24.59
Municipal Utility Reader/Collector	09775	20.34	21.36	22.41	23.54	24.72
Page	09290	15.75	16.54	17.09	17.94	18.84
Park Maintenance Assistant	09300	17.23	18.10	19.02	19.97	20.98
Park Ranger (Part Time)	03615	28.60	30.04	31.53	33.13	34.80
Permit Parking Aide	09505	21.95	23.05	24.22	25.41	26.68
Planning Technician	09135	26.08	27.37	28.75	30.19	31.71
Police Records Clerk	09330	19.28	20.21	21.26	22.29	23.42
Police Supply Clerk	09340	19.33	20.30	21.32	22.39	23.51
Program Coordinator	08160	19.23	20.19	21.20	22.26	23.37
Program Leader	09360	15.82	16.61	17.44	18.31	19.23
Purchasing Clerk	09720	20.39	21.41	22.50	23.61	24.78
Recreation Facility Attendant	09395	17.23	18.10	19.02	19.97	20.98
Right-of-Way Technician	09900	16.40	17.23	18.12	19.01	19.93

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Senior Clerical Aide	09070	17.80	18.69	19.62	20.60	21.63
Senior Library Associate	09270	21.14	22.19	23.28	24.47	25.68
Senior Program Leader	09400	16.61	17.44	18.31	19.23	20.19
Special Events Leader I	09430	16.21	17.02	17.87	18.76	19.70
Special Events Leader II	09440	19.78	20.77	21.81	22.90	24.05
Sr. Maintenance Aide	09250	15.88	16.66	17.49	18.38	19.30
Sr. Maintenance Worker	09260	19.30	20.27	21.28	22.34	23.46
Sr. Special Emp. Counselor	08370	16.40	17.23	18.12	19.01	19.93
Sr. Tutor	08410	18.98	19.93	20.93	21.92	23.02
Stores Aide	09460	18.93	19.89	20.85	21.91	22.98
Tutor	08420	16.40	17.22	18.08	18.98	19.93
Water Conservation Representative	09960	16.75	17.58	18.45	19.37	20.38

**SEIU PART-TIME HOURLY WAGE RATE SCHEDULE  
EFFECTIVE JULY 2, 2023**

**EXHIBIT A**

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Account Clerk I	09041	21.50	22.54	23.67	24.86	26.09
Account Clerk II	09042	23.78	24.96	26.24	27.52	28.90
Administrative Aide	09770	27.26	28.62	30.04	31.55	33.13
Animal Keeper	09000	17.13	17.99	18.89	19.83	20.82
Building Maintenance Assistant	09215	23.43	24.59	25.82	27.14	28.46
Cashier	09040	16.65	17.48	18.35	19.27	20.23
Clerical Aide	09060	16.98	17.84	18.69	19.62	20.60
Clerk Typist	09090	22.27	23.38	24.55	25.78	27.07
Combination Inspector	09800	33.30	34.93	36.72	38.54	40.49
Community Center Aide	09100	22.26	23.37	24.54	25.77	27.06
Computer Technician	09690	21.66	22.74	23.89	25.10	26.37
Customer Service Clerk	09780	22.32	23.43	24.60	25.83	27.14
Data Entry Clerk	09120	18.51	19.45	20.45	21.45	22.53
Engineering Apprentice	09471	22.90	24.05	25.25	26.51	27.84
Equip. Svc. Attendant	09140	20.84	21.85	22.98	24.09	25.33
Information Desk Clerk	09755	18.69	19.62	20.60	21.63	22.71
Janitor	09170	17.07	17.92	18.82	19.76	20.77
Library Associate	09271	20.91	21.96	23.05	24.21	25.43
Library Clerk I	09200	17.42	18.27	19.19	20.18	21.16
Library Clerk II	09210	19.30	20.25	21.24	22.32	23.43
Maintenance Attendant	09230	16.54	17.37	17.94	18.84	19.78
Mobile Library Clerk	09280	21.22	22.32	23.40	24.59	25.82
Municipal Utility Reader/Collector	09775	21.36	22.43	23.53	24.72	25.96
Page	09290	16.54	17.37	17.94	18.84	19.78
Park Maintenance Assistant	09300	18.09	19.01	19.97	20.97	22.03
Park Ranger (Part Time)	03615	30.03	31.54	33.11	34.79	36.54
Permit Parking Aide	09505	23.05	24.20	25.43	26.68	28.01
Planning Technician	09135	27.38	28.74	30.19	31.70	33.30
Police Records Clerk	09330	20.24	21.22	22.32	23.40	24.59
Police Supply Clerk	09340	20.30	21.32	22.39	23.51	24.69
Program Coordinator	08160	20.19	21.20	22.26	23.37	24.54
Program Leader	09360	16.61	17.44	18.31	19.23	20.19
Purchasing Clerk	09720	21.41	22.48	23.63	24.79	26.02
Recreation Facility Attendant	09395	18.09	19.01	19.97	20.97	22.03
Right-of-Way Technician	09900	17.22	18.09	19.03	19.96	20.93

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Senior Program Leader	09400	17.44	18.31	19.23	20.19	21.20
Special Events Leader I	09430	17.02	17.87	18.76	19.70	20.69
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Sr. Maintenance Aide	09250	16.67	17.49	18.36	19.30	20.27
Sr. Maintenance Worker	09260	20.27	21.28	22.34	23.46	24.63
Sr. Special Emp. Counselor	08370	17.22	18.09	19.03	19.96	20.93
Sr. Tutor	08410	19.93	20.93	21.98	23.02	24.17
Stores Aide	09460	19.88	20.88	21.89	23.01	24.13
Tutor	08420	17.22	18.08	18.98	19.93	20.93
Water Conservation Representative	09960	17.59	18.46	19.37	20.34	21.40