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JUN 27 2023

B: HR (S) (AV) (Daniel D.)

MEMORANDUM
OF
UNDERSTANDING
BETWEEN
CITY OF SANTA ANA
AND
SANTA ANA MANAGEMENT ASSOCIATION

July 1, 2022 – June 30, 2025

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA MANAGEMENT ASSOCIATION
FOR FISCAL YEARS 2022-2025**

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ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the Employee Relations Resolution of the City of Santa Ana (Resolution Number 81-75) and applicable State law, the City of Santa Ana (hereinafter called “the City”) certified the Santa Ana Management Association (herein after called “SAMA” or the “Union”) on September 25, 2002, as the majority of the Middle Management and Administrative Management Representation Unit (hereinafter called the "Unit") previously found appropriate by the Employee Relations Officer. The City hereby recognizes SAMA as the certified majority representative of the full-time employees in said Unit. The term "employee" or "employees" as used herein shall refer only to full-time employees employed by the City in said Unit in the employee classifications comprising said Unit as listed in the attachments shown as listed “Exhibit A & B,” as well as such classifications as may be added hereafter by the employee designated as the employee relations officer pursuant to Resolution No. 81-75.

ARTICLE II

2.0 PURPOSE AND INTENT

- 2.1 It is the purpose of this Memorandum of Understanding (hereinafter referred to as MOU) to promote and provide for harmonious relations, cooperation and understanding between the City and employees covered by this MOU. It sets forth the full and entire understanding reached in good faith negotiations regarding the wages, hours, terms and conditions of employment of employees covered by this MOU.
- 2.2 Notwithstanding the following provisions of this MOU, the parties agree that they have intended nothing herein to entitle, alter, or award Civil Service rights or privileges to any employee represented by SAMA who is in the Excepted Service of the City.

ARTICLE III

3.0 IMPLEMENTATION

- 3.1 This MOU constitutes a recommendation jointly submitted to the City Council of the City of Santa Ana. The parties agree that this MOU shall not be binding upon the parties until said City Council:
- A. Acts, by majority vote, formally to approve said MOU and,
 - B. Acts to appropriate the necessary funds required to implement the provisions of this MOU that require funding.
- 3.2 Implementation shall be effective as of the date the MOU is both approved by the City Council and the funding has been appropriated pursuant to Section 3.1. If the parties fail to agree to implement provisions of this MOU not requiring City Council approval, then negotiations shall resume upon the request of either party.

ARTICLE IV

4.0 ATTENDANCE, WORKDAY, WORKWEEK, & WORK SCHEDULE

- 4.1 Attendance. All employees covered by this MOU shall be in attendance at their assigned worksite during hours prescribed by the City Manager or Executive Director they report to, or designee(s) and shall not absent themselves during prescribed hours without authorization. Employees shall not be required to submit Leave of Absence Requests for absences of two (2) hours or less.
- 4.2 Hours of Work. Eight (8) hours of work shall constitute a normal day and forty (40) hours of work shall constitute a minimum workweek, except for employees for whom special regulations have been approved by the City Manager.
- A. 4/10 Work Schedule. The Executive Director, with the approval of the City Manager, may assign employees to a workweek consisting of four (4) ten (10) hour days with an additional one-half (1/2) or one (1) hour for unpaid lunch periods. The regular workweek shall consist of forty (40) hours. A regular day off shall consist of ten (10) hours.
- B. 9/80 Work Schedule. All employees shall be permitted to work a 9/80 work schedule when authorized by the Executive Director and approved by the City Manager. An employee will not be permitted to work this schedule if in the discretion of the Executive Director and City Manager, the 9/80 work schedule may reduce service to the public.
1. 9/80 Work Schedule Defined. The 9/80 work schedule shall be defined as working eighty (80) hours over nine (9) days in a two (2) week period. An employee shall work eight (8) days for nine (9) hours per day and one (1) day for eight (8) hours, excluding a one (1) hour lunch break during each work shift, totaling forty (40) working hours in each work week.
- a. The Work Week Period. The forty (40) hour work week period shall be defined as the work period starting from Friday at mid-shift to Friday at mid-shift. No employee working the 9/80 work schedule will be able to flex their Friday start time nor the time they take their lunch break, which will occur in the middle of the day on Fridays.
- b. The 9/80 Work Period. The 9/80 two (2) week work period for employees starts Friday mid-shift and continues for fourteen (14) days until Friday mid-shift. During this period, each week is made

up of four (4) nine-hour work days (thirty-six (36) hours) and one four (4) hour Friday and those hours equal forty (40) work hours in each work week (e.g., the Friday is split into four (4) hours for the first shift, which is charged to work week one and four (4) hours for the second shift, which is charged to work week two).

- c. Employees cannot change schedules without prior approval of their Executive Director. The purpose of this authorization is to review the impact on supervision, staffing, and workload. Employees may change schedules at the beginning of any work period with approval of their Executive Director.
- d. Modifications of the 9/80 work week period are not permitted unless authorized by the Executive Director of Human Resources and the City Manager.
- e. Emergencies: All employees on the 9/80 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions that, in the opinion of the City Manager, Executive Director or designee, may require such service from any of said employees.

- 2. Leave Benefits. When an employee is off on a scheduled workday under the 9/80 work schedule, then nine (9) hours of eligible leave per workday shall be charged against the employee's leave balance or eight (8) hours shall be charged if the day off is a Friday. All leaves shall continue under the current accrual, eligibility, request, and approval requirements.

- 4.3 It is intent of the parties that no additional paid time off shall be gained or lost as a result of implementing any alternate work schedules. The City and SAMA agree to meet and confer to discuss abandoning any work schedule and implementing an alternate work schedule if the current schedule has not achieved the desired results.

ARTICLE V

5.0 SALARIES

5.1 Basic Compensation Plan. There is hereby established a basic compensation plan for all full-time personnel who are now employed or will in the future be employed in any of the designated classifications of employment represented by SAMA as listed in this MOU and its attachments.

5.2 Schedule of Salaries

A. There are two (2) separate salary schedules, one for classifications of employment designated as Middle Management (MM) assigned to a seventeen (17) step monthly salary range, and one for classifications of employment designated as Administrative Management (AM) assigned to a five (5) step monthly salary range.

The assignment of classifications to salary schedules for Middle Management (MM) and Administrative Management (AM) is listed in Exhibits A and B of this MOU.

B. The basic salary schedule for Middle Management classifications contains numerous salary rate ranges, each range comprised of seventeen (17) separate rates of pay shown in monthly amounts. The respective rate ranges are identified by a two (2) digit number preceded by the capital letters “MM.” The separate rates of pay or steps within each salary rate range are identified by the numbers “1” through “17” inclusive, with Step “1” being the lowest or minimum rate of the range, Step “9” the middle or midpoint rate of the range, and Step “17” being the highest or maximum rate. The purpose of each step and criteria for advancement are set forth in Section 5.8(A).

C. The basic salary schedule for Administrative Management contains salary rate ranges comprised of five (5) steps or rates of pay shown in monthly amounts, identified by the letters “A” through “E” inclusive, with Step “A” being the lowest step in the range. The purpose of each step and criteria for advancement to the next higher step within a particular salary rate range are set forth in Section 5.8(B).

D. During the term of this MOU, it is the City’s intent to move from twenty four (24) to twenty six (26) pay periods. The parties acknowledge and agree that a change in the number of pay periods is a meet and confer issue. Once the City is ready to move forward, it will provide its proposal to the Union and the parties agree to

promptly meet and confer on the issue. The parties acknowledge that such a change will require modification to language in several provisions of this MOU.

5.3 Salaries

- A. Effective July 1, 2022, classifications represented by this MOU shall receive a base salary increase of three percent (3%).
- B. Effective the first full pay period after July 1, 2023, classifications represented by this MOU shall receive a base salary increase of three percent (3%).
- C. Effective the first full pay period after July 1, 2024, classifications represented by this MOU shall receive a base salary increase of three percent (3%).

5.4 Application of Basic Compensation Plan. All employees working in classifications of employment covered by this MOU shall be compensated at a monthly rate, as set forth in Exhibits A and B.

5.5 Probation. Except for employees in the Excepted Service as defined by the City Charter, the probationary period shall be one (1) year from the date of appointment from an open eligible list (new hire), a reappointment eligible list (rehire), or appointment from a promotional eligible list.

5.6 Beginning Rates

- A. Middle Management Classifications. An employee appointed to a Middle Management classification shall be compensated at any rate within the lower third of the 17 step salary rate range (Steps “1” through “6”) for their job classification as authorized by the Appointing Authority. When economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate a higher rate would be in the City’s best interest, the City Manager may authorize hiring at a higher rate in the salary rate range but this higher rate generally shall not be above the midpoint (Step “9”).
- B. Administrative Management Classifications. An employee appointed to an Administrative Management classification may be placed by the Appointing Authority at any step within the applicable five (5) step salary rate range (Steps “A” through “E”) in the schedule to which the classification has been assigned, provided that such employee shall be assigned such salary step upon the commencement of their service in said classification and such assignment having once been made shall

remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article.

- 5.7 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.

Notwithstanding the above, employees in classifications represented by SAMA who are 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 for salary advancement.

A lapse of service by an employee for a period of time longer than ten (10) calendar days, by reason of resignation, quit, 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 as provided in Santa Ana Municipal Code (SAMC) Section 9-114 and may be placed in the same salary step in the appropriate salary rate range as they were at the time of termination of employment.

5.8 Advancement Within Ranges

- A. Middle Management Classes: The following provisions shall govern salary advancement within rate ranges for employees employed in SAMA Middle Management classes:

1. Steps “1” through “15” Advancement: For any employee in a Middle Management classification covered by this MOU who has been initially appointed to a step lower than Step “15”, advancement in the Middle Management schedule of salary rate ranges may be granted only for continued meritorious and efficient service by said employee in the effective performance of the duties of their position. Such advancement shall be in two (2) step increments, each step being equivalent to two and one-half percent (2.5%), for a total increase of five percent (5%) per year, until Step “15” is achieved. For example, an employee shall advance from Step 1 to Step 3, Step 3 to Step 5, Step 5 to Step 7, Step 7 to Step 9, Step 9 to Step 11, Step 11 to Step 13, or Step 13 to Step 15. The effective date of such merit step increase, if granted, shall be the first (1st) day of the month following the completion of one (1) year of service at the step from which said employee is being advanced. Effective the first full pay period

following City Council approval of this 2022-2025 MOU, the effective date of such merit step increase, if granted, shall be the first (1st) day of the pay period following completion of one (1) year of service at the step from which said employee is being advanced.

2. Advancement to Steps “16” and “17”: Any employee in a Middle Management classification covered by this MOU, who has reached Step “15” or Step “16” in the Middle Management schedule of salary rate ranges, may advance to the next higher step in the Middle Management schedule of salary rate ranges only for continued meritorious and efficient service by said employee in the effective performance of the duties of their position. Such advancement shall be in one-step increments, each step being equivalent to two and one-half percent (2.5%) per year until Step “17” is achieved. For example, an employee covered by this MOU shall advance from Step “15” to Step “16”, and Step “16” to Step “17”, respectively.
3. A Middle Management employee who previously advanced through the steps of each salary rate range using their initial date of hire into a middle management class shall retain that date as the anniversary date for purposes of advancing through the steps of each salary rate range while in their current class and for any subsequent promotions to a Middle Management class. The effective date of such merit step increase, if granted, shall be the first (1st) day of the month following the anniversary date. Effective the first full pay period following City Council approval of this 2022-2025 MOU, the effective date of such merit step increase, if granted shall be the first full pay period following the anniversary date.

Such merit advancement shall require the following:

- a. There shall be on file in the office of the Executive Director of Human Resources a copy of each periodic performance appraisal required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to their last salary advancement.
- b. The Appointing Authority, at least twenty (20) calendar days prior to the anticipated completion of such employee’s required length of service, shall file with the City Manager or their designee a statement recommending the granting or denial of the merit increase and supporting such a recommendation with specific reasons

therefore. The employee shall be notified by the Appointing Authority as to such recommendations and shall be informed of the reasons.

- c. No advancement in salary shall become effective until approved by the City Manager or their designee, except when placement on a salary step above Step “1” results from promotion under the provisions of Section 5.9(A).
 - d. Notwithstanding the foregoing provisions of this subsection to the contrary, a merit step advance shall be automatically granted ninety (90) days after the due date if no performance appraisal is completed. The effective date of such merit step advancement shall be retroactive to the first (1st) day of the month following the completion of the required length of service. Effective the first full pay period following City Council approval of this 2022-2025 MOU, the effective date of such merit step advancement shall be retroactive to the first full pay period following the completion of the required length of service.
- 4. When an employee in a Middle Management classification has not been approved for advancement to the next higher salary step, they may be reconsidered for such advancement after the completion of three (3) months of additional continued service in the classification and shall be reconsidered for advancement to the next higher step above their then current step after the completion of six (6) months of additional continued service in the classification.
 - 5. An employee in a Middle Management classification who is being paid at any salary step above Step “1” may be reduced to the next lower step in the appropriate salary rate range upon the recommendation of the Appointing Authority and the approval of the City Manager or their designee. Procedure for such reduction shall follow the same procedure for merit advancement in Subsection 5.8(A)(4), and such employee may be considered for readvancement under the same provisions as contained in Subsection 5.8 (A)(4).

- B. Administrative Management Classifications: The following conditions shall govern salary advancement within five (5) step rate ranges for employees employed in Administrative Management classifications:

1. For an employee in an Administrative Management classification covered by this MOU who has been initially appointed to a step lower than Step “E,” advancement to the next higher step (Step “B” from Step “A” or Step “C” from Step “B,” etc.) may be granted only for continued meritorious and efficient service by said employee in the effective performance of the duties of their position. The effective date of such merit step increase, if granted, shall be the first (1st) day of the month following the completion of one (1) year of service at the step from which said employee is being advanced. Effective the first full pay period following City Council approval of this MOU, the effective date of such merit step increase, if granted, shall be the first (1st) day of the pay period following completion of one (1) year of service at the step from which said employee is being advanced.

Such merit advancement shall require the following:

- a. There shall be on file in the Office of the Executive Director of Human Resources a copy of each periodic performance appraisal required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to their last salary advancement.
- b. The Appointing Authority, at least twenty (20) calendar days prior to the anticipated completion of such employee’s required length of service, shall file with the City Manager a statement recommending the granting or denial of the merit increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified by the Appointing Authority as to such recommendations and shall be informed of the reasons.
- c. No advancement in salary shall become effective until approved by the City Manager, except when placement on a salary step above Step “A” results from promotion under the provisions of Section 5.9(B).
- d. Notwithstanding the foregoing provisions of this subsection to the contrary, a merit step increase shall be automatically granted ninety (90) days after the due date if no performance appraisal is completed. The effective date of such merit step increase shall be retroactive to the first (1st) day of the month following the

completion of the required length of service. Effective the first full pay period following City Council approval of this MOU, the effective date of such merit step increase shall be retroactive to the first full pay period following the completion of the required length of service.

2. When any such employee in a classification designated as Administrative Management (AM) has not been approved for advancement to the next higher salary step, they may be reconsidered for such advancement after the completion of three (3) months of additional service and shall be reconsidered for advancement to the next higher step above their then current step after the completion of six (6) months of additional service. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Subsection 5.8(B)(1).
3. Any employee in an Administrative Management classification who is being paid at any salary step above “A” may be reduced to the next lower step in the appropriate salary rate range upon the recommendation of the Executive Director and the approval of the City Manager. Procedure for such reduction shall follow the same procedure for merit advancement provided in Subsection 5.8(B)(1), and such employee may be considered for re-advancement under the same provisions as contained in Subsection 5.8(B)(2).

5.9 Promotional Salary Advancement.

- A. Middle Management Classifications: When an employee in a non-management classification of the City service is promoted to a Middle Management classification, they shall be placed at a salary rate in the appropriate salary rate range that will provide at least a five percent (5%) pay increase.
- B. Administrative Management Classifications:
 1. Promotion from a Non-Management Classification. An employee who is promoted to an Administrative Management classification from a non-management classification of the City service shall be placed at a salary rate in the appropriate Administrative Management monthly salary rate range that provides a pay increase of at least five percent (5%).

2. Promotional Salary Advancement. When an employee in a classification designated as Administrative Management (AM) is promoted to a higher classification from a position in a lower classification in the same occupational career ladder, they shall be reassigned to the beginning step in the appropriate monthly salary range for the higher classification; provided, however, that if the base salary currently being paid such employee is already equal to or higher than such beginning step, they shall be placed in the lowest step in the appropriate monthly salary rate range as will grant the employee a pay increase of at least five percent (5%) over their current base salary step exclusive of pay premiums such as bilingual pay, special skills, or the like.

5.10 Demotion.

- A. Middle Management Classifications: When an employee in a Middle Management classification is demoted to a position in a lower classification, they shall be placed at a rate in the lower salary rate range which provides at least a five percent (5%) reduction in pay.
- B. Administrative Management Classifications: When an employee in a Administrative Management Classification 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 accordance with the following provisions:
 1. The salary rate shall be reduced by five percent (5%).
 2. The new salary rate must be within the appropriate salary rate range.
 3. 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.

5.11 Probationary Rejection. A promotional employee who is rejected during the probationary period from a SAMA classification shall be returned to the classification in which they held regular status and at their former salary step, unless the reasons for failure to complete probation would also be cause for dismissal from City service.

5.12 Reallocation of Salary Rate Ranges. An employee who is employed in a classification covered by this MOU 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.

5.13 Acting Pay. Acting pay shall be defined as the temporary assignment of an employee to perform work of a job class (represented by SAMA) which is assigned to a higher salary schedule than their regular job class. An employee who is temporarily appointed by the Executive Director to serve in an acting capacity for two (2) weeks or more and who is responsible for the full range duties and responsibilities assigned to the higher level classification, shall receive a five percent (5%) increase or the minimum salary of the higher level classification (whichever is higher) for all time worked in the higher job classification.

- A. Bargaining unit employees temporarily assigned to serve in an acting capacity of an Executive Management (Executive Director) classification for thirty (30) calendar days or more and who is responsible for the full range of duties and responsibilities assigned to the Executive Management position shall receive a ten percent (10%) increase or the minimum salary of the Executive Management classification (whichever is higher) for all time worked in the higher job classification.
- B. An employee must be qualified (i.e. meet the minimum qualifications) for the higher position in order to be paid for acting pay. The determination of those persons qualified for work in higher rated classifications shall be established and determined by the Executive Director of Human Resources or designee.
 - a. The Executive Director of Human Resources or designee's determination is final and binding and shall not be appealable.
- C. Non-permanent employees (probationary, seasonal, temporary, limited-term, etc.) shall not be eligible for acting pay.
- D. Each assignment may be terminated at any time, but in no event shall such assignment continue beyond one hundred and eighty (180) calendar days or nine hundred and sixty (960) hours each fiscal year, whichever comes first.

ARTICLE VI

6.0 ADDITIONAL COMPENSATION

- 6.1 Bilingual Pay. An employee whom the Executive Director or their designee assigns to a position requiring bilingual capability in both English and either Samoan, Spanish, Vietnamese, or other languages designated by the City Manager, will be paid a monthly premium in accordance with the criteria and amounts set forth below:
- A. Certification by the Executive Director of Human Resources as having satisfactorily demonstrated conversational fluency in both languages for any position requiring bilingual capability.
 - B. Positions for which the Executive Director has determined 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 and essential element of the work being performed, will be designated as Primary Bilingual Assignments. A qualified incumbent of such position will be paid a monthly premium of one hundred seventy-five dollars (\$175) above their then current base monthly salary step.
 - C. Positions where it has been determined by the Executive Director that regular and frequent bilingual usage is necessary to the performance of duties, but not a major, essential or integral element of the work, will be designated as Secondary Bilingual Assignments. A qualified incumbent of such position will be paid a monthly premium of forty dollars (\$40) above their then current base monthly salary step.
 - D. The number of such Primary and/or Secondary Bilingual Assignment shall be no larger than the requirements of the department as determined by the Executive Director and the City Manager.
 - E. Employees who receive bilingual assignment pay at the time this 2022-2025 MOU is adopted by the City Council shall recertify their bilingual capability every three (3) years with the first recertification conducted beginning in July 2025. Employees who do not successfully pass required recertification examinations shall have their bilingual assignment pay removed. Unsuccessful employees may retake the required certification exam every three (3) months.
 - F. Employees who are initially certified for bilingual assignment pay after this 2022-2025 MOU is adopted by the City Council shall recertify their bilingual capability every three (3) years after the date of initial certification. Employees who do not successfully pass required recertification examinations shall have their bilingual

assignment pay removed. Unsuccessful employees may retake the required certification exam every three (3) months.

- 6.2 All assignments to positions providing for bilingual pay as set forth in this Article shall be made or revoked at the sole discretion of the Executive Director.

ARTICLE VII

7.0 OVERTIME PAY

- 7.1 Compensation for Overtime. Employees in any of the designated classifications of employment listed in this MOU are designated as exempt from the provisions of the Fair Labor Standards Act (“FLSA”) provided by Section 13(a)(1) of the FLSA as defined by Regulations, 29 CFR Part 541, are not eligible for monetary compensation for overtime work or for compensatory time off with pay for overtime work, unless so required by the FLSA, or any other State or Federal laws.

ARTICLE VIII

8.0 HOLIDAYS

8.1 Employees shall receive the following days off during the calendar year as paid holidays:

- January 1 - New Year's Day
- Third (3rd) Monday in January - Martin Luther King's Birthday
- Third (3rd) Monday in February - Presidents' Day
- March 31 – Cesar Chavez Day (effective the first holiday after City Council approval of this 2022-2025 MOU)
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First (1st) Monday in September - Labor Day
- November 11 - Veteran's Day
- Fourth (4th) Thursday in November - Thanksgiving Day
- The Friday immediately following Thanksgiving Day
- Last working day before Christmas Day, unless Christmas Day falls on a Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof
- December 25 - Christmas Day
- One (1) nine (9) hour 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.

8.2 Holidays – Employees on Alternate Work Schedules.

- A. Full-time employees whose regular scheduled days off are other than Saturday and Sunday shall be entitled to receive twelve (12) working days off during the year in lieu of the holiday benefits specified in Section 8.1. Holidays will be credited based on the employee's working schedule. If the holiday falls on a regular nine (9) hour day, then nine (9) holiday hours will be credited. If the holiday falls on the eight (8) hour working Friday then eight (8) hours of holiday pay will be credited, with the exception of floating holidays that will be granted at nine (9) hours regardless of work schedule.
- B. Said substitute holidays may be scheduled by the Executive Director or their designee, normally during the same month that the holiday is observed by other City employees. An employee entitled to time off in lieu of holidays shall receive

that time off in proportions to their service at full pay in such capacity during the year.

- 8.3 Employees must actually work at least one (1) day preceding the day a holiday listed in Section 8.1, supra, actually occurs in order to receive credit for such holidays during the month in which it occurs.

An employee separating from the service of the City must actually work at least one (1) day following the day a holiday listed in Section 8.1, supra, actually occurs in order to receive compensation for the holiday.

A newly appointed employee must complete six (6) months of continuous full-time service in order to receive credit for the one (1) Floating Holiday listed in Section 8.1.

- 8.4 Holiday time off may be taken in increments of eight (8) hours by employees who work eight (8) hour days. Employees assigned to the 4/10 work schedule must use their holiday in ten (10) hour increments. Employees assigned to a 9/80 work schedule must use their holidays in nine (9) hour increments.

If a holiday falls on an employee's alternating regularly scheduled day off, the employee must then take their holiday off before or after the regular holiday as their holiday off with supervisor and/or Executive Director approval. Such holiday time is referred to as an "impact holiday." If the employee cannot take their holiday off before or after the regular scheduled holiday off, the employee will bank eight (8), nine (9), or ten (10) hours of holiday leave to be used at a later date with the supervisor's approval.

- 8.5 Holiday benefits may not be carried over from one (1) calendar year to the next, with the exception of floating holidays earned as set forth in Section 8.7(C)(5).

8.6 Mandatory Holiday Closure.

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

B. Dates of Closure

City Hall will be closed on the days between December 24 (except for years when December 24 falls on a Wednesday in which case City Hall will be closed starting on December 25) and January 1 each year. An employee regularly assigned to work on one or more days during this time period shall use accrued paid leave (as set

forth in Section 8.7(C)) for their regularly scheduled hours for each day they would otherwise have been scheduled to work.

During this time period, per Section 8.1 December 24 (except if it falls on a Wednesday in which case December 26 is the holiday), December 25, and January 1 (or the days these holidays are observed) are City holidays.

C. Additional Days Off During a Closure

1. Employees will need to choose from the options in this subsection to cover any additional regularly scheduled work days which are not City observed holidays.
2. Employees may use any of the following accrued leaves they have available to cover any additional day(s) off which may be required by the closure:
 - Vacation
 - Compensatory Time Off
 - Impact Holiday Leave
 - Floating Holiday
3. Employees are not permitted to use sick leave for a holiday closure day unless they produce a physician's certification for each day reported as sick leave. This additional certification is not required for employees with approved advance sick leave usage due to FMLA/CFRA/PDL (or any other protected leave).
4. Employees shall have the option of not using paid leave for any, or all, holiday closure day(s) and taking the day(s) off as an absence without pay.

ARTICLE IX

9.0 VACATION

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

9.2 Vacation.

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

Beginning Years	Annual Vacation Hours Accrued	Monthly Accrual Rate
1	120	10.00
2	120	10.00
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. No employee shall be entitled to, or receive payment for, any vacation until they have 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. Vacation time off may be taken 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).
- E. The time at which an employee shall take their vacation shall be determined by the Department Head, with due regard for the wishes of the employee and particular regard for the needs of the City to provide basic services.
- F. Computation of Vacation.
 - 1. In computing vacation, each municipal holiday that occurs during the vacation, and that falls on a day which the employee would have worked had they not been on vacation, shall be deducted from the computation so that one (1) additional day of vacation shall be allowed to the employee unless departmental practice provides some other manner of compensating for municipal holidays. Should an employee suffer a sickness or injury while on authorized vacation, each full day of such sick leave, when confirmed by a physician's statement and approved by the Executive Director, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave.
 - 2. A period of earlier service does not apply toward the calculation of the completed years of service factor for vacation accrual when an employee has had a break in continuous service, unless the break in service is concluded by reappointment, as provided in Section 9-114 of the Civil Service Rules and Regulations, or by reemployment from layoff within one (1) year. Leave of absence without pay, as provided in Section 10.1(E) (Sick Leave - Extended), Section 10.7 (Authorized Absence Without Pay - Long Term) and Section 10.11 (Catastrophic Leave) herein, does not constitute a break in continuous service as used in this section; however, the leave of absence period shall not be applied toward the accumulation of vacation. Absence on military leave followed by reinstatement, as provided in Section 9-143 of the Civil Service Rules and Regulations, does not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of vacation.

3. Vacation Buy-Back.

a. Through December 31, 2023

1. Employees are eligible to require the City to buy back up to eighty (80) hours of their banked vacation leave per fiscal year.
2. Employees are eligible to require the City to buy back up to forty (40) hours of their banked management vacation leave once each calendar year. Upon City Council approval of this 2022-2025 MOU, employees are eligible to require the City to buy back up to eighty (80) hours of their banked management vacation leave once each calendar year.

b. Effective January 1, 2024 and continuing every year thereafter

1. If an employee wants to cash-out unused vacation leave they accrued during the calendar year, they must make an irrevocable election by December 15th of the prior calendar year (i.e., by December 15, 2023 for a cash-out in calendar year 2024). The provisions of Section 9.2(F)(3)(b) shall also apply to management vacation leave.
2. The irrevocable election must indicate the amount of vacation hours the employee intends to cash-out during the next calendar year.

The number of hours to be cashed-out cannot exceed the total number of hours the employee will accrue during that same calendar year, or a maximum of eighty (80) hours, whichever is the lesser amount.

3. Once the election form is submitted to Payroll, the amount of hours to be cashed-out cannot be changed for that calendar year.
4. Employees may submit a request for cash-out up to two (2) times per year for payment the pay period which includes July 1 and/or December 15.
5. In the event an employee's vacation leave balance (on either pay period when they can elect to cash-out) is less than the amount of hours the employee had previously elected to cash-out (in the prior calendar year), the employee will only receive payment for

the amount of accumulated vacation leave remaining at the time of the cash-out in either July or December.

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

9.3 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 is forfeited, meaning that no pay shall be received for such unused vacation at any time. With respect to any vacation forfeited in this manner, this provision constitutes a waiver of any rights to vested vacation benefits under California Labor Code section 227.3.

Completed Years	Maximum Hours of Vacation Carry Over
1	120
2	240
3	360
4	360
5	360
6	364
7	372
8	384
9	396
10	408
11	420
12	432
13	444
14	456
15	468
16	484
17	504
18	528

19	552
20	576
21	592
22	600
23	600
24	600
25 or more	600

9.4 Effect of Extended Sick Leave on Vacation Accrual. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days, in any one (1) calendar month, shall not be considered as service time for vacation accrual purposes.

9.5 Management Vacation Benefit.

A. Employees covered by this MOU will be granted sixty-five (65) hours year of Management Vacation per calendar year.

1. Effective the first full pay period following City Council approval of this 2022-2024 MOU, the City shall deposit an additional fifteen (15) hours into each employee's Management Vacation bank.
2. Effective January 1, 2024, employees will be granted eighty (80) hours of Management Vacation per calendar year.

Such management vacation is in addition to the vacation accrual table in Section 9.2(A), subject to a maximum accrual of thirty (30) days (two hundred forty (240) hours).

9.6 Management Vacation Pay Option.

A. Employees shall be given the option to receive cash compensation, computed on a straight time basis, in lieu of up to five (5) eight (8) hour working days of earned, unused Management Vacation benefits. Upon City Council approval of this 2022-2025 MOU, employees may cash out Management Vacation leave up to a total of eighty (80) hours in accordance with the provisions in Section 9.2(F)(3).

ARTICLE X

10.0 OTHER LEAVES OF ABSENCE

10.1 Sick Leave.

- A. Definition. Except as otherwise provided below, sick leave shall be deemed to mean absence from duty of an employee because of illness, injury, medical, or dental appointment that prevents the employee from performing the duties of their position, and shall be deemed to include time in quarantine resulting from exposure to a contagious disease.
- B. Accrual. Each employee shall be entitled to, and shall earn, one (1), eight (8) hour working day of sick leave for each full calendar month of service in which they are employed by the City with full pay; provided, however, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave as aforesaid. Subject to the other provisions in this Article, sick leave shall accrue to the credit of each employee to the extent that it is not used.
- 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 Section 10.1(J).
 - 2. When an accepted industrial illness or injury has caused an employee's absence, for which benefits are required under the State Workers' Compensation Insurance and Safety Act, paid sick leave will be allowed such employee during the first three (3) days of the statutory waiting period. If the workers' compensation related illness or injury continues past the initial three (3) consecutive days, the employee will have the three (3) used sick days reccredited to their account, if the employee remains off work longer than fourteen (14) days. Paid sick leave will continue until the fourth (4th) day when the City pays the employee workers' compensation benefits for such illness or injury. If the employee does not have sufficient accumulated sick leave at the commencement of such industrial illness or injury, they will be advanced sick leave for this purpose. Subsequently, the City will deduct an equal amount previously advanced from any sick leave accrued by the employee until the total amount is recovered. If the employee terminates before recovery of all advanced sick leave, the City

will deduct the unrecovered cost of sick leave from such terminated employee's final paycheck, to the extent possible.

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

D. Limit.

For all employees in the bargaining unit or who are currently employed by the City in a full-time position at the time of City Council approval of this 2022-2025 MOU, the maximum total accumulation of sick leave with pay shall be two hundred fifty (250) eight (8) hour working days equal to two thousand (2,000) hours.

For employees hired as new employees from outside the City into this bargaining unit on or after the date of City Council approval of this 2022-2025 MOU, the maximum amount of sick leave they may carry over into a calendar year is three hundred and fifty-two (352) hours.

Any sick leave accrual above three hundred and fifty-two (352) hours (up to ninety-six (96) hours) will be converted into an employee's Retirement Health Savings ("RHS") Plan account during the first full pay period in January of each year.

Sick leave usage of less than a full day shall be charged in minimum increments of one-half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one-half (1/2) hour.

E. Extended. The City Manager may grant leave up to six (6) months without pay to an employee who has exhausted all of their accrued sick leave if a licensed physician designated by the City Manager indicates that the employee will be sufficiently recovered to return to their employment within a six (6) month period. Prior to the expiration of the additional time, the employee may return to their position provided that the employee has a certificate from the designated physician 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 unused vacation leave benefits they may have accrued.

- G. Notice. The employee taking sick leave shall notify their immediate supervisor either prior to or within four (4) hours after the time they are scheduled to report for duty, or as otherwise established by departmental regulations. When the absence is more than three (3) consecutive working days, the employee must present to their Executive Director a physician's certificate stating the cause of illness and that, in the physician's opinion, the employee could not report to work because of such illness or injury and that the employee is sufficiently recovered to safely return to work. Such certificate shall be transmitted to the Executive Director of Human Resources with the report of the employee's return to work.

A physician's certificate or other satisfactory written evidence of actual illness or injury may be required after an absence of any duration less than three (3) days.

- H. Denial. No employee shall be entitled to sick leave with pay while absent from duty because of sickness or injury purposely self-inflicted or caused by willful misconduct, or sickness or disability sustained while engaged in employment other than employment by the City, 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 an employee, such excess sick leave will, first, be deducted from any available vacation leave benefit; second, from the next scheduled salary payment.
- J. Necessity Leave. Each employee shall be afforded the opportunity to use up to forty-eight (48) hours of sick leave per calendar year, on a non-cumulative basis, as personal necessity leave. All of this personal necessity leave may be used to attend to an illness of a child, parent, or spouse of the employee or as further specified below. 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; "parent" means a biological, foster, adoptive parent, a stepparent, or a legal guardian; and "immediate family" means any member of the employee's household related by blood or marriage; a parent, parent-in-law, spouse, child, brother, sister, grandparent, or grandchild of the employee, regardless of residence; any other relative of the employee by blood or marriage, where it can be established by the employee that the employee's presence is required to handle emergency arrangements and/or other matters.

Up to 48 hours 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 family, home, or other valuable property; d) when the existence of external circumstances beyond the employee's control make it impossible for them to report for duty; or e) attend to medical or dental

appointments for members of the employee's household. 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. For all employees in the bargaining unit who are currently employed by the City in a full-time position before the date of City Council approval of this 2022-2025 MOU:

1. Except in cases of disability retirement, upon non-disciplinary termination of employment:
2. Payment After Ten (10) Years. After ten (10) years but less than fifteen (15) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for fifty percent (50%) of the total accrued sick leave benefit credited into either, 1) their individual Retirement Health Savings (RHS) account or, 2) their individual 457 deferred compensation account, upon the effective date of such termination, not to exceed a maximum limit of six hundred forty (640) hours, at the base rate of pay effective on the date of such termination.
3. Payment After Fifteen (15) Years. After fifteen (15) years but less than twenty (20) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for fifty percent (50%) of the total accrued sick leave benefit credited into either, 1) their individual RHS account or, 2) their individual 457 deferred compensation account, not to exceed a maximum limit of eight hundred hours (800) hours, at the base rate of pay effective on the date of such termination.
4. Payment After Twenty (20) Years. After twenty (20) years but less than twenty-five (25) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for sixty-six and sixty-seven hundredths percent (66.67%) of the total accrued sick leave benefit credited into either, 1) their individual RHS account or, 2) their individual 457 deferred compensation account, not to exceed a maximum limit of one thousand sixty-seven (1,067) hours, at the base rate of pay effective on the date of such termination.
5. Payment After Twenty-Five (25) Years. After twenty-five (25) years or more of cumulative full-time service with the City, each qualified employee shall be entitled to payment for one-hundred percent (100%) of the total accrued sick leave benefit credited into either, 1) their individual RHS account or, 2) their individual 457 account, not to exceed a maximum limit

of two thousand (2,000) hours, at the rate of base pay effective on the date of such termination.

6. Employees who notify the City, in writing, of their intent to retire within twelve (12) calendar months shall be allowed to cash out any eligible sick leave bank balances (Section 10.1K) upon request. Employees shall receive payment the first paycheck in January after the request has been made. If said employee cashes out their eligible sick leave bank balances prior to retirement and subsequently does not retire from the City, all future sick leave accrual for said employee shall be subject to the same cash out provision elected and will be processed on the final paycheck. All combined cash outs cannot exceed what the said employee would have been entitled to if the cash out was processed on the final paycheck only.
7. Employees with at least ten (10) years of full-time city service that retire from the City of Santa Ana within one hundred and twenty (120) days of separation shall be eligible to convert up to two-thousand (2000) hours of accumulated unused sick leave to CalPERS Service Credit as defined in Section 13.3.

Effective the date of City Council adoption of this 2022-2025 MOU, the maximum total unused sick leave that can be converted shall be ten (10) eight (8) hour working days equal to eighty (80) hours. Employees hired on or after a contract amendment between the City and CalPERS shall not be eligible to convert unused sick leave to CalPERS for service credit.

8. The City Manager is authorized to grant a newly appointed incumbent of a SAMA classification sick leave credit up to an amount equal to any earned but unused sick leave credit available to such appointee at the time of their separation from their most recent previous employer.
9. 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 one-third (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.

10.2 Bereavement Leave.

- A. 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. Such leave is designated as bereavement leave. "Immediate family" as used in this section is limited to:

1. Any member of the employee's household related by blood or marriage;
 2. A parent, parent-in-law, spouse, child, sibling, domestic partner, grandparent, or grandchild of the employee, regardless of residence;
 3. Any other relative of the employee by blood or by marriage where it can be established by the employee that as a result of such relative's death, the employee's presence is required to handle funeral arrangements and/or matters of estate.
- B. Effective January 1, 2023, employees shall be granted up to five (5) days of leave for the death of a member of the employee's immediate family, as specified in Section 10.2(A). Three (3) of the days will be paid bereavement leave and the remaining two (2) days of leave may be unpaid, except that an employee may use accrued vacation, management vacation, or sick leave.
- C. Whenever an employee is required to travel one way more than five hundred (500) miles to attend to the death of a member of the employee's immediate family, an employee may use up to eighteen (18) hours of additional leave charged to their Personal Necessity Leave balance when authorized by the Executive Director.

10.3 Military Leave.

- A. Proof of Orders and Reinstatements. An employee shall be granted military leave if they furnish the Executive Director of Human Resources satisfactory proof of their order to report for duty. Upon return and upon showing of proof of actual service pursuant to such orders, they will be reinstated as provided in Section 9-143 of the Civil Service Rules and Regulations of the City of Santa Ana.
- B. Temporary. Members of the reserve forces of the United States, or the National Guard, granted temporary leave when ordered to duty, in accordance with the Military and Veterans Code, will be granted leave with pay not to exceed thirty (30) calendar days in each calendar year after one (1) year of service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

10.4 Jury Duty and Witness Leave. When an on-duty employee is called to serve as a juror or non-party witness in any court action, they shall be allowed to leave for the time actually required for such service without loss of pay. Each on-duty employee called for such service shall present to their Executive Director for examination the subpoena calling them to such service and shall pay into the City Treasury the fees collected for such service, with the exception of reimbursement for transportation expenses, if any.

If an employee is called to serve on jury duty during a normal Friday off, Saturday, or Sunday, or on a City holiday, then the jury duty shall be considered the same as having occurred during employee's day off work.

- 10.5 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without leave for five (5) consecutive working days shall be deemed a resignation from service; provided, however, if upon return to duty the person so absenting themselves makes an explanation satisfactory to the Executive Director regarding the cause of their absence, the Executive Director may restore them to their position, with the City Manager's approval.
- 10.6 Authorized Absence Without Pay - Short Term. Absence without pay not to exceed five (5) consecutive working days, may be authorized by the Executive Director. Absence without pay not to exceed fifteen (15) calendar days may be authorized by the Executive Director with the approval of the City Manager. Such an absence may be authorized only if in the judgment of the Executive Director it serves the best interest of the City.
- 10.7 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having permanent status, plus action by the Executive Director recommending approval of the request, the City Manager may grant a leave of absence without pay for up to six (6) months.

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

In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year leave of absence without pay.

- 10.8 Industrial Leave. 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 are entitled to receive compensation shall not be considered a break in continuous service for the purpose of their right to salary adjustments or to the accrual of vacation and seniority.
- 10.9 Pregnancy Disability Leave. A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery therefrom. Such reasonable leave of absence shall not exceed four (4) months. However, an employee may be granted up to an additional two (2) months of leave, at the discretion of the City Manager, for a total of up to six (6) months in which to recover from the disability if substantiated by a physician's certificate.

Employees may take an unpaid leave of absence during pregnancy disability consistent with the law.

As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability.

An employee who plans to take a pregnancy leave must give a reasonable notice (not less than four (4) weeks before the date they will take the leave and the estimated duration of the leave. Health and welfare insurance coverage will be continued only if the employee pays a cash premium to continue coverage while on a leave of absence without pay or is covered under the Family Medical Leave Act ("FMLA") or California Family Rights Act ("CFRA") provisions.

- 10.10 Administrative Leave. The City Manager is authorized to grant, at their discretion, paid or unpaid leave for full time employees.
- 10.11 Catastrophic Leave. 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 City and SAMA agree to implement a Catastrophic Leave Donation Program.

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

The Catastrophic Leave benefit will be provided for non-industrial injury or sickness only. The leave shall cover the uncompensated time prior to the employee's becoming eligible for the Long-Term Disability benefits.

- A. Guidelines. It shall be understood that all donations under this procedure are voluntary and subject to taxation for the recipient.
1. Employees may donate vacation time or one in lieu holiday to the eligible employee. In no event shall sick leave be donated.
 2. Employees shall be provided a two (2) week period to submit donations. Donations received after this two (2) week period shall not be processed. The two (2) week period for each case shall be designed by the Executive Director or their designee as provided herein below.
 3. All donations must be made in two (2) hour increments and a maximum of eight (8) hours per donor, except in lieu holidays must be for eight (8) hours.

4. Any authorization of donations not made in accordance with the procedures outlined in Section 10.11(C)(2), will not be processed.
 5. All donations shall be irrevocable.
 6. In 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 Sections 10.1(A) through 10.1(K).
 7. Donations shall be limited to employees of this bargaining unit or any other unrepresented unit.
- B. Eligibility. 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 and vacation, will be exhausted and the employee's illness will continue past the time when the employee will be on paid status.
 2. The employee's Executive Director, or their designee, has approved a written request for donation 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 Executive Director or their designee shall post a notice of the eligible employee's need for donation on bulletin boards accessible to employees. No confidential medical information shall be included in the posted notice.
 2. Employee 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 vacation time of the donation within the limitation of Section 10.11(A)(3);
 - 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 donation period, the department shall verify that each donating employee has accrued vacation time balances sufficient to cover the designated donation.
 - 4. The department shall submit all approved donation authorizations for an eligible employee at one time for processing. No donation authorizations for the eligible employee will be processed after this period. However, employees who receive donations under this procedure and who exhaust all donated hours may request an additional donation period subject to the provisions of Section 10.11(A) herein.
 - 5. The City shall add the donated time to the recipient's sick leave account.
- 10.12 Paid Parental Leave. Effective the first full pay period following City Council approval of this 2022-2025 MOU, employees who have completed twelve (12) months of full-time employment with the City shall be eligible for paid parental leave with pay of up to eight (8) weeks for the birth, adoption, or foster of a child. Such leave shall run concurrently with FMLA/CFRA. An employee who plans to take paid parental leave must give a reasonable notice (not less than four (4) weeks or as soon as practicable when a four (4) week notice is not possible due to the unexpected nature of the qualifying event) before the date they intend to take the leave and the estimated duration of the leave. This provision shall only apply to employees who begin a parental leave of absence effective on or after the first full pay period following City Council approval of this 2022-2025 MOU and shall not be applied retroactively.

ARTICLE XI

11.0 EMPLOYEE INSURANCE

11.1 Health Insurance. The City shall contribute an allowance towards the employee's Cafeteria Benefit plan for health insurance premiums for eligible employees and their qualified dependents under The Public Employees' Medical & Hospital Care Act (PEMHCA) which governs the California Public Employees' Retirement System (CalPERS) Health Insurance Programs pursuant to the provisions below.

A. Effective January 1, 2022, the City will provide a monthly contribution to health insurance premiums at the following rates:

- Employee Only \$804.00
- Employee +1 \$1,457.00
- Employee + Family \$1,850.00

B. Effective the first full pay period following City Council approval of this 2022-2025 MOU, the City will provide a monthly contribution to health insurance premiums at the following rates:

- Employee Only \$904.00
- Employee +1 \$1,557.00
- Employee + Family \$1,950.00

C. Effective January 1, 2024, the City will provide a monthly contribution to health insurance premiums at the following rates:

- Employee Only \$954.00
- Employee +1 \$1,607.00
- Employee + Family \$2,000.00

D. Effective January 1, 2025, the City will provide a monthly contribution to health insurance premiums at the following rates:

- Employee Only \$1,004.00
- Employee +1 \$1,657.00
- Employee + Family \$2,050.00

The above amounts are inclusive of the CalPERS statutory minimum amount which CalPERS determines and publishes each year.

- E. Any contribution necessary to maintain benefits under any health insurance program provided by the City for its employees and their eligible dependents in excess of the amount of the City contribution to the Cafeteria Benefit Plan specified above shall be borne entirely by the employee.
- F. Cafeteria Benefit Plan. The City provides a Cafeteria Benefit Plan adopted in accordance with the provisions of Internal Revenue Code § 125 for employees covered by this MOU.
 - 1. Employees will be eligible to receive through the Cafeteria Benefit Plan, the cash difference (subject to taxation as wages) if the monthly City allowance exceeds the monthly cost of the Medical and Dental monthly plan premium cost.
 - 2. For each such employee who is covered under a spouse's non-City sponsored health plan, the City will pay the employee a cash-in-lieu payment (subject to taxation as wages) each month in an amount equal to the City contribution for the "employee-only" coverage for medical. The above specified amount of City contribution towards such coverage waived will be applied to earned income. If said employee waives, in writing, City-paid coverage, said employee shall provide proof of medical insurance coverage in a non-City-sponsored health plan. Said waiver shall include a provision warning such employee that re-entry into any of the City-sponsored plans is allowed only at open enrollment, unless there is a qualifying event, and will require proof of insurability for such employee and/or eligible dependents.

11.2 Dental Insurance. The City agrees to contribute towards the Cafeteria Benefit plan the payment of premiums for dental insurance plans provided by the City for employees covered by this MOU and their eligible dependents on the following basis.

- A. Effective January 1, 2022, the City shall contribute an allowance towards the employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified dependents in the amount of one hundred thirty dollars (\$130) per month per employee.
- B. Any contribution necessary to maintain benefits under said dental plans in excess of the amount of the City contribution to the cafeteria plan specified above shall be borne entirely by the employee.
- C. For each such employee who is covered under a spouse's non-City sponsored dental plan, the City will pay the employee a cash-in-lieu payment (subject to taxation as wages) each month in an amount equal to one-hundred percent (100%) of the City's

contribution, if the employee waives, in writing, City-paid coverage. Such waiver shall include a provision warning such employee that reentry into any City-sponsored plan is allowed only at open enrollment, unless there is a qualifying event, and may require proof of insurability for such employee and/or eligible dependents.

11.3 Long-Term Disability (L.T.D.) Insurance. For employees covered by this MOU, the City shall pay one hundred percent (100%) of the premium cost for a sixty (60) day elimination period long term disability insurance plan with a maximum benefit of ten thousand dollars (\$10,000) per month for employee only coverage.

11.4 Life Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for term life insurance coverage under the policy it maintains on behalf of employees in order to provide employees covered by this MOU with life insurance coverage in an amount equal to two (2) times employee's annual rate of salary to a maximum of three hundred thousand dollars (\$300,000) provided said employees can provide evidence of insurability of coverage, if so required by the terms and conditions of said term life insurance policy.

In the event any such employee is determined to be ineligible for said insurance coverage, the City will attempt to provide as much coverage as may be obtained at reasonable cost not to exceed the actual monthly premium amount allotted for said coverage without having to provide evidence of insurability.

11.5 The City shall retain the right to change health, dental and life insurance carriers, administer the insurance benefits provided thereunder, and select and/or change any excess or supplemental insurance carriers as a part of any self-insurance plan during the term of this MOU, provided that employees covered by this MOU continue to receive equivalent benefits and provided that the parties have met and conferred before the benefits changes are made.

11.6 Retirement Health Savings (RHS) Plan. Employees participate in the City's Retirement Health Savings Plan (RHS) subject to the following:

- A. One and one-quarter percent (1.25%) 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.
- B. The City will contribute one percent (1%) of the employee's base pay deposited into their individual RHS account each pay period.

- 11.7 Vision Plan. The City shall maintain in effect a vision care plan for employees covered by this MOU. This plan is voluntary on behalf of the employee and shall be fully funded by the participating employee.

ARTICLE XII

12.0 WELLNESS AND FITNESS REIMBURSEMENT PROGRAM

- 12.1 The City agrees to provide employees covered by this MOU up to a three-hundred dollars (\$300) per fiscal year reimbursement for qualified wellness programs and fitness memberships as defined below:
- A. Membership in a health/fitness club.
 - B. Participation in a weight loss/smoking cessation/wellness/fitness program
- 12.2 Employees must complete a wellness and fitness reimbursement program form and provide proof of enrollment, and receipt of purchase during the current fiscal year in order to receive reimbursement. An employee may pre-purchase a multi-year wellness/fitness enrollment. In the event an employee pre-purchases a wellness/fitness enrollment and is provided a single receipt, Human Resources may evaluate how to disburse the reimbursement. Forms with required back up documentation will be turned into Human Resources for the Executive Director of Human Resources or their designee's approval. A copy will be kept in Human Resources and the original will be returned to the employee. If approved for reimbursement, the department will complete a Direct Payment Voucher (DPV) along with form and back-up documentation to the Finance Department for processing.
- 12.3 Reimbursement requests will not be processed if the request is turned in later than thirty (30) days from the end of the fiscal year in which enrollment and purchase was made.
- 12.4 The city will not reimburse employees for any of the above listed activities for family/dependent health related expenses.
- 12.5 The Wellness-Fitness reimbursement is defined as "wages" in Section 61(a)(1) of the Internal Revenue Code and Section 1.61-21(a)(3) of the Income Tax Regulations provide that except as otherwise provided in subtitle A, gross income includes compensation for services, including fees, commissions, fringe benefits, and similar items. As such, the reimbursement is considered wages subject to employment taxes under Sections 312(a), 3306(b), and 3401(a).
- 12.6 The wellness-fitness reimbursement defined in this section is not intended to be defined as compensation earnable under Public Employees Retirement Law (PERL), Government Code (G.C.) section 20636.

ARTICLE XIII

13.0 RETIREMENT

- 13.1 General. The terms of the existing contract between the City and California Public Employees' Retirement System (CalPERS) governing the City retirement benefits for affected employees are incorporated by reference herein. The City shall continue to make contributions to CalPERS in accordance with its contract with CalPERS for employees covered by said contract as amended.
- 13.2 Deferred Retirement. The City will continue to make payment to CalPERS on behalf of each employee, in an amount necessary to pay one hundred percent (100%) of their individual retirement contribution which is currently equal to eight percent (8%) of base salary, effective January 1, 2009. Such payments shall be credited to the individual employee's CalPERS account as Employer Paid Member Contribution (EPMC).

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. In the event that the City receives a ruling from the Internal Revenue Service that such payments are ordinary income of the employees instead of deferred compensation, the City's obligation to make such payments shall discontinue and in place thereof the base salary of each said employee shall forthwith be increased by eight percent (8%).

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 Credit for Unused Sick Leave.
- A. An employee covered by this MOU with less than ten (10) years of full-time City service, can have up to a maximum of sixteen hundred (1,600) hours of unused accumulated sick leave at the time of retirement converted to additional service credit at the rate of four thousandths (0.004) years of service credit for each day of unused sick leave (i.e., two hundred (200) days of sick leave equals eight tenths (.8) additional years of service credit). The City must report only those days of unused sick leave that were accrued by the employee during the normal course of employment. This section applies to members whose effective date of retirement is within one hundred and twenty (120) days or four (4) months of separation from employment.
 - B. Employees with at least ten (10) years of full-time City service that retire from the City of Santa Ana within one hundred twenty (120) days or four (4) months of

separation from employment can convert up to two thousand (2,000) hours of accrued unused sick leave towards CalPERS Service Credit. The City must report only those days of unused sick leave that were accrued by the employee during the normal course of employment.

- C. Effective the date of City Council adoption of this 2022-2025 MOU, the maximum total unused sick leave that can be converted shall be ten (10) eight (8) hour working days equal to eighty (80) hours. Employees hired on or after a contract amendment between the City and CalPERS shall not be eligible to convert unused sick leave to CalPERS for service credit.

- 13.4 Military Service Credit as Public Service. An employee covered by this MOU may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service.

- 13.5 2.7% at 55 Service Retirement Benefit for Classic Miscellaneous Members. The City agrees to provide Miscellaneous employees covered by this MOU with the 2.7% at 55 Service Retirement benefit pursuant to CalPERS regulations. This formula will apply to each year of eligible service credited with the City of Santa Ana.

Employee Contribution for Retirement Benefit. The employee's contribution rate will be eight percent (8%). All employee contributions for retirement benefits are paid to the employer cost (i.e., employer contribution) in accordance with Government Code Section 20516(f). The parties acknowledge that this provision has been mutually negotiated and incorporated as an essential element of the parties' MOU. In the event that either party wishes to modify this provision in a successor MOU, the parties intend for this provision to remain unchanged until a successor MOU is ratified or impasse procedures have been concluded.

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.

- 13.6 For "New Members" within the meaning of the California Public Employees' Pension Reform Act ("PEPRA") of 2013.

The PEPRA went into effect on January 1, 2013. The parties agree that if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law, automatically goes into effect, either party may request to negotiate over the legislation, including over the impact.

Retirement Formula: Per Government Code Section 7522.20(a), the 2%@ 62 retirement formula for non-sworn.

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

Employees shall pay one half (1/2) of the normal cost rate, as established by CalPERS.

ARTICLE XIV

14.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM

14.1 Employees shall continue to be eligible to participate in the existing Training and Education Assistance Program provided for all regular, full-time employees of the City; except, however, reimbursement for eligible employees shall be one hundred percent (100%) of tuition and registration costs up to a maximum of three thousand dollars (\$3,000), per fiscal year in accordance with the provisions of the program defined in this section.

14.2 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.

14.3 Eligibility.

- A. Applications for tuition reimbursement shall be considered only from full-time permanent employees who have completed their probationary period.
- B. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as G.I. Bill, scholarships, grants, etc.
- C. Applications shall 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 will be reimbursable so long that it meets the requirements in Section 14.3 E.
- 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 shall be limited to courses given by accredited colleges and universities, city colleges or adult education courses under the sponsorship of a Board 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 their Department Head to attend a particular course or seminar, the expense shall be borne entirely by the department.

14.4 Reimbursement.

- A. Reimbursement shall be based on the cost of tuition, required enrollment/registration fees, miscellaneous fees (health, parking, student union fees, etc.) and all required texts, eBooks, and related material for each course. Additional expenses such as meals are not reimbursable.
- B. Costs for required texts are eligible for one hundred percent (100%) reimbursement subject to the following conditions:
 - 1. A duplicate of the required text(s) and eBooks was unavailable for loan from the departmental libraries prior to the commencement of course work; or
 - 2. 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. Maximum tuition reimbursement is three thousand dollars (\$3,000) per fiscal year, which the employee may claim either as costs are incurred during the year or as one lump sum.

14.5 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete, in duplicate, an Application for Training and Educational Assistance form along with a copy of the course plan and schedule, and submit it to their Department Head prior to the commencement of class(es) or the payment of fees for registration/tuition.

- B. The Department Head shall recommend approval or denial based on established criteria and budgetary constraints, and then shall forward the application to the Executive Director of Human Resources.
- C. The Executive Director of Human Resources or their designee shall approve or disapprove the application for the City Manager. One copy shall be returned to the employee and the duplicate shall be retained by the Human Resources Department. It is advisable that the applicant accomplish the procedure so far described in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy prior to the inception of the course or disbursement of personal funds.
- D. The employee shall submit their copy of the approved application to the Human Resources Department within three (3) months after they have completed the course and received their final grade. Such employee must include official verification of their final grade with appropriate receipts for tuition and textbook costs. Applications not submitted to the Human Resources Department within three (3) months following completion of the course become void.
- E. Upon receipt of the application and required documentation, the Human Resources Department shall determine whether the completed course of instruction is compatible with the provisions of this Article and shall compute the amount of reimbursement, authenticate the application and forward it to the employee's Department Head.
- F. The Department Head shall then authorize the Finance & Management Services Department to reimburse the employee the approved amount out of the budget of the department concerned.

ARTICLE XV

15.0 ELECTRONIC DEVICE STIPEND

15.1 Electronic Device Stipend All employees covered under this MOU, whose supervisor determines are required to have a cellphone or tablet will be given the option to choose one of the following:

- A. Be provided a City paid phone or tablet, or
- B. Be compensated one hundred dollars (\$100) monthly to cover costs related to the use of personal electronic devices (phone and/or tablet) for City business.

Employees who use their own devices will comply with the City's policy.

ARTICLE XVI

16.0 STRIKES AND WORK STOPPAGES

16.1 Prohibited Conduct.

- A. SAMA, its officers, agents, representatives, and members agree that during the term of this MOU, they will not cause or condone any unlawful strike, walkout, slowdown, sickout, or any other unlawful job action by withholding or refusing to work.

16.2 SAMA Responsibility. Whenever SAMA, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 16.1(A), SAMA will immediately instruct any persons engaging in such conduct that their conduct is violating this MOU and unlawful, and they must immediately cease engaging in the conduct prohibited in Section 16.1(A), and return to work.

ARTICLE XVII

17.0 SOLE & ENTIRE MOU

- 17.1 It is understood and agreed that the parties to this MOU are subject to all current and future applicable Federal and California laws, The City of Santa Ana Charter, its Municipal Code, and its City's Employer-Employee Relations Resolution Number 81-075. It is the intent of the parties hereto that the provisions of this MOU will supersede all prior MOUs, or contrary salary, and /or personnel rules and regulations, Municipal Code provisions of the City, oral or written MOUs expressed or implied between the parties. This MOU will govern the entire relationship and will be the sole source of any rights that they may assert hereunder. This MOU is not intended to conflict with Federal or State law or the City Charter.
- 17.2 Notwithstanding the above, there exists within the City personnel rules and regulations and departmental rules and regulations. The City shall continue these rules and regulations to the extent that they do not contravene specific provisions of this MOU. Such rules and regulations may, from time to time, be changed by the City. If these changes affect wages, hours, or other terms and conditions of employment, the City shall meet and confer with SAMA; provided further, the parties shall change no provision of the rules and regulations to contravene specific provisions of this MOU.

ARTICLE XVIII

18.0 SEPARABILITY PROVISION

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

ARTICLE XIX

19.0 DISCIPLINE

19.1 Pre-Disciplinary Procedure

- A. If an employee is to be suspended without pay, reduced in pay, demoted, or dismissed, 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.
 - 3. Be accorded the right to respond to the intended charges in writing or in person with the Department Head or designee within a reasonable period of time, not to exceed ten (10) calendar days unless the Department Head or designee authorizes a longer time.
 - 4. Be given the written decision of the Department Head or designee at the earliest practicable date prior to the effective date of the disciplinary action.

19.2 Disciplinary Appeals Procedure,

- A. Appeals Procedures for Disciplinary Action Not Covered by the Informal Appeals Procedure
 - 1. Step 1.
 - a. If an employee desires to appeal a disciplinary action not covered by the informal appeals process, they (or their representative) shall submit a written notice of appeal to the Executive Director of Human Resources or designee within ten (10) calendar days of receiving the written decision from the Department Head or designee.
 - b. The Department Head or City Manager or designee (depending on who issued the disciplinary action as determined by the Executive Director of Human Resources or designee) shall meet with the employee within twenty-one (21) days after the submission of the

appeal. The Department Head or City Manager or designee may affirm, reverse, or modify the disciplinary action.

- c. The Department Head or City Manager or designee shall deliver the written response to the employee within ten (10) calendar days after meeting with the employee.

2. Step 2.

- a. Filing the appeal: If the employee is not satisfied with the Department Head's or City Manager's or designee's decision, they (or their representative) shall submit a written notice of appeal to be submitted to an impartial arbitrator for a final and binding decision. Such written notice of appeal shall be submitted in writing to the Executive Director of Human Resources or designee within ten (10) calendar days of receiving the written decision from the Department Head or City Manager or designee.
- b. The City and Union shall create and maintain a standing list of three (3) to five (5) mutually approved arbitrators.
- c. The City and Union shall select an arbitrator from the standing list via the striking method. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, 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.
- d. If none of the identified arbitrators are able to take the case, then the parties will request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall mutually agree which party will strike the first name. If the parties cannot mutually agree, 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.
- e. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the arbitrations, including but not limited to the list of arbitrators, the arbitrator themselves, and the court reporter, shall be split evenly between the City and the Union. The arbitrator's decision will be final and binding. The arbitrator shall

issue the decision within thirty (30) calendar days from the conclusion of the hearing, unless the parties agree otherwise.

19.3 Informal Appeals Procedure

- A. Informal Appeals Procedure, as opposed to the formal procedures, shall be used for written reprimands.
1. The appeal is an opportunity for the employee (or their representative) to present information and arguments why a written reprimand should not be issued or offer alternatives to the written reprimand.
 2. Notice of Appeal: Within ten (10) calendar days of receipt by an employee of the written reprimand, the employee (or their representative) shall notify the Executive Director of Human Resources or designee in writing that they intend to appeal the written reprimand. 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 meeting.
 3. Hearing Officer: The Department Head or City Manager or designee (depending on who issued the written reprimand as determined by the Executive Director of Human Resources or designee) shall serve as the hearing officer. The meeting shall take place within twenty-one (21) calendar days from the date the employee filed the appeal or such other time as may be agreeable by the parties.
 4. 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 and binding.

19.4 Performance evaluations shall not be subject to appeal.

ARTICLE XX

20.0 GRIEVANCE REVIEW PROCEDURE

20.1 Alleged Violations Concerning the Interpretation or Application of Specific Provisions of This MOU.

- A. Solely the Union (not an employee or group of employees) shall be allowed to file a grievance concerning the interpretation or application of specific provisions of this MOU.
- B. The parties can mutually agree to extend any deadlines in this Article.

20.2 Step 1

- A. The Union shall 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.
- 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.

20.3 Step 2.

- A. If the Union is not satisfied with the response from the Executive Director of Human Resources or designee, the Union must submit grievance in writing to Step 2 (binding arbitration) to the Executive Director of Human Resources or designee with ten (10) calendar days of receiving the Step 1 response. Should the Union 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.
- B. The City and Union agree to select an arbitrator in the following manner:
 - 1. The City and Union shall refer to the mutually approved standing list of arbitrators as specified in Section 19.2(A)(2)(b).
 - 2. The City and Union shall select an arbitrator from the standing list via the striking method. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, the parties shall toss a coin

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

3. If none of the identified arbitrators are able to take the case, then the parties will request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, 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.

- C. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the arbitration including but not limited to the list of arbitrators, the arbitrator themselves, and the court reporter shall be split evenly between the City and Union. The arbitrator's decision shall be final and binding. The arbitrator shall issue their decision within thirty (30) calendar days from the conclusion of the hearing, unless the parties agree otherwise.

20.4 Alleged Violations of City Rules, Regulations, and Policies.

- A. If an employee, group of employees, or Union (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.
- B. Step 1.
 1. A grievant must submit a grievance in writing to the Executive Director of Human Resources or designee.
 2. The Department Head shall meet with the employee within ten (10) calendar days after submission of the grievance.
 3. The Department Head shall deliver the Step 1 written response to the employee within ten (1) calendar days after meeting with the employee.
- C. Step 2.
 1. If the grievant is not satisfied with the Step 1 response, the grievant must submit the grievance in writing to Step 2 to the Executive Director of

Human Resources or designee within ten (10) calendar days of receiving the Step 1 response.

2. The City Manager or designee shall meet with the employee within twenty-one (21) days after submission of the Step 2 grievance. The City Manager or designee may affirm, reverse, or modify the decision made at Step 1.
3. The City Manager or designee shall deliver the Step 2 written response to the employee within ten (10) calendar days after meeting with the employee.

D. Step 3.

1. If the grievant is not satisfied with the Step 2 response, the grievant must submit the grievance in writing to Step 3 (binding arbitration) to the Executive Director of Human Resources or designee within ten (10) calendar days of receiving the Step 2 response. Should the grievant fail to file a written grievance at Step 3 within ten (10) calendar days after receiving the response at Step 2, the grievance shall be barred and waived.
2. The City and Union agree to select an arbitrator in the following manner:
 - a. The City and Union shall refer to the mutually-approved standing list of arbitrators as specified in Section 19.2(A)(2)(b).
 - b. The City and Union shall select an arbitrator via the striking method. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, 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.
 - c. If none of the identified arbitrators are able to take the case, then the parties will request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, 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.
3. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the arbitration including but not limited to the list of

arbitrators, the arbitrator themselves, and the court reporter shall be split evenly between the City and Association. The arbitrator's decision shall be final and binding. The arbitrator shall issue their decision within thirty (30) calendar days from the conclusion of the hearing, unless the parties agree otherwise.

ARTICLE XXI

21.0 WAIVER OF BARGAINING DURING THE TERM OF THIS MOU

- 21.1 During the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain concerning wages, hours, or terms and conditions of employment, whether or not covered by the MOU, or in the negotiations leading thereto, and whether or not such matters were discussed, or were even within the contemplation of the parties during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual MOU, in writing, agree to meet and confer about any matter not covered by this MOU, or to carry out any provision of salary or benefit tied to another bargaining unit during the term of this MOU.

ARTICLE XXII

22.0 EMERGENCY WAIVER PROVISION

- 22.1 In case of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Santa Ana Municipal Code or Resolutions, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergencies. After the City declares the emergency over, this MOU will be reinstated immediately. SAMA shall have the right to meet and confer with the City regarding the impact of the suspension of the provisions in the MOU during the emergency.

ARTICLE XXIII

23.0 TERM

- 23.1 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article III, Implementation, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on July 1, 2022. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2025.

ARTICLE XXIV

24.0 NON-DISCRIMINATION

- 24.1 The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SAMA and all other rights in the Employer-Employee Relations Resolution (Resolution Number 81-075) and Government Code Sections 3500 through 3511.
- 24.2 The City and the Union agree that they shall not discriminate against any employee in violation of State or Federal law. The City and the Union shall reopen any provision of this MOU for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with State or Federal anti-discrimination laws.

ARTICLE XXV

25.0 RATIFICATION & EXECUTION

- 25.1 The City and SAMA have reached an understanding as to certain recommendations to be made to the City Council of the City of Santa Ana and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and SAMA acknowledge that this MOU shall not be in full force and effect until ratified by the membership of SAMA and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and SAMA and entered into 7th day of June, 2023.

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

Dated: 6-21-23

By: _____

Mayor

Dated: 6/21/23

By: _____

City Manager

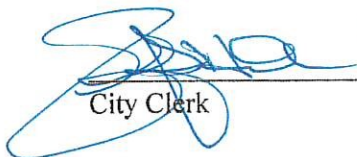
Dated: 6/21/23

By: _____


Executive Director of Human Resources

ATTEST:

APPROVED AS TO FORM:


City Clerk




Peter Brown
Labor Attorney
Liebert Cassidy Whitmore

This 2022-2025 MOU has been ratified by the membership of the Santa Ana Management Association.

Dated: 6/13/2023

SAMA: Alvaro Dominguez

President

[Signature]
Chief Negotiator
Orange County's Employee Association (OCEA)

EXHIBIT A
ADMINISTRATIVE MANAGEMENT
MONTHLY WAGE RATE SCHEDULE
EFFECTIVE JULY 1, 2022 TO JULY 1, 2023

JOB TITLE	JOB CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Applications Systems Manager (AM)	02910	11,297	11,867	12,460	13,083	13,738
Applications/Tech Support Manager (AM)	02915	11,867	12,460	13,083	13,738	14,425
Assistant Public Works Maintenance Manager (AM)	01772	10,048	10,550	11,079	11,634	12,214
Budget and Research Manager (AM)	06400	10,759	11,297	11,867	12,460	13,083
Budget Supervisor (AM)	00493	9,757	10,245	10,759	11,297	11,867
Code Enforcement Principal (AM)	02745	8,893	9,337	9,804	10,297	10,811
Enterprise Program Manager (AM)	01769	10,048	10,550	11,079	11,634	12,214
Facilities Maintenance Manager (AM)	04377	8,805	9,247	9,711	10,197	10,708
Fleet Services Manager (AM)	04785	8,805	9,247	9,711	10,197	10,708
Homeless Services Manager (AM)	03750	10,759	11,297	11,867	12,460	13,083
Information Technology Infrastructure Supervisor (AM)	01705	10,708	11,242	11,808	12,397	13,018
Payroll Manager (AM)	07405	10,048	10,550	11,079	11,634	12,214
Payroll Supervisor (AM)	07404	9,247	9,711	10,197	10,708	11,242
Permit Services Principal (AM)	02589	8,893	9,337	9,804	10,297	10,811
Principal Community Planner (AM)	07609	10,550	11,079	11,634	12,214	12,825
Principal Human Resources Analyst (AM)	01519	9,429	9,898	10,395	10,915	11,462
Principal Management Analyst (AM)	00151	9,294	9,757	10,245	10,759	11,297
Principal Management Analyst (Excepted) (AM)	00149	9,294	9,757	10,245	10,759	11,297
Principal Planner (AM)	02471	10,550	11,079	11,634	12,214	12,825
Project Management Officer (AM)	06145	11,867	12,460	13,083	13,738	14,425
Public Affairs Information Officer (Excepted) (AM)	01800	9,711	10,197	10,708	11,242	11,808
Risk Management Supervisor (AM)	01751	8,805	9,247	9,711	10,197	10,708
Secretary to the City Manager (Excepted) (AM)	01071	7,210	7,572	7,947	8,345	8,764
Senior Budget Analyst (AM)	00494	8,145	8,553	8,980	9,429	9,898
Senior Financial Analyst (AM)	00482	8,553	8,980	9,429	9,898	10,395
Senior Human Resources Analyst (AM)	01541	8,764	9,203	9,661	10,146	10,655
Senior Human Resources Communications Specialist (AM)	08595	8,764	9,203	9,661	10,146	10,655
<i>March 26, 2023 to July 1, 2023</i>						
Senior Legal Management Assistant (Excepted) (AM)	02791	8,145	8,553	8,980	9,429	9,898
Senior Management Analyst (AM)	00152	8,145	8,553	8,980	9,429	9,898
Senior Management Analyst (Excepted) (AM)	00153	8,145	8,553	8,980	9,429	9,898
Senior Organizational Development and Training Analyst (AM)	00477	8,764	9,203	9,661	10,146	10,655

JOB TITLE	JOB CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Senior Risk Management Analyst (AM)	01757	8,764	9,203	9,661	10,146	10,655
Supervisor of Inspections (AM)	02371	9,804	10,297	10,811	11,353	11,927

**ADMINISTRATIVE MANAGEMENT
MONTHLY WAGE RATE SCHEDULE
EFFECTIVE JULY 2, 2023 TO JULY 13, 2024**

JOB TITLE	JOB CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Applications Systems Manager (AM)	02910	11,636	12,223	12,834	13,475	14,150
Applications/Tech Support Manager (AM)	02915	12,223	12,834	13,475	14,150	14,858
Assistant Public Works Maintenance Manager (AM)	01772	10,349	10,867	11,411	11,983	12,580
Budget and Research Manager (AM)	06400	11,082	11,636	12,223	12,834	13,475
Budget Supervisor (AM)	00493	10,050	10,552	11,082	11,636	12,223
Code Enforcement Principal (AM)	02745	9,160	9,617	10,098	10,606	11,135
Enterprise Program Manager (AM)	01769	10,349	10,867	11,411	11,983	12,580
Facilities Maintenance Manager (AM)	04377	9,069	9,524	10,002	10,503	11,029
Fleet Services Manager (AM)	04785	9,069	9,524	10,002	10,503	11,029
Homeless Services Manager (AM)	03750	11,082	11,636	12,223	12,834	13,475
Information Technology Infrastructure Supervisor (AM)	01705	11,029	11,579	12,162	12,769	13,409
Payroll Manager (AM)	07405	10,349	10,867	11,411	11,983	12,580
Payroll Supervisor (AM)	07404	9,524	10,002	10,503	11,029	11,579
Permit Services Principal (AM)	02589	9,160	9,617	10,098	10,606	11,135
Principal Community Planner (AM)	07609	10,867	11,411	11,983	12,580	13,210
Principal Human Resources Analyst (AM)	01519	9,712	10,195	10,707	11,242	11,806
Principal Management Analyst (AM)	00151	9,573	10,050	10,552	11,082	11,636
Principal Management Analyst (Excepted) (AM)	00149	9,573	10,050	10,552	11,082	11,636
Principal Planner (AM)	02471	10,867	11,411	11,983	12,580	13,210
Project Management Officer (AM)	06145	12,223	12,834	13,475	14,150	14,858
Public Affairs Information Officer (Excepted) (AM)	01800	10,002	10,503	11,029	11,579	12,162
Risk Management Supervisor (AM)	01751	9,069	9,524	10,002	10,503	11,029
Secretary to the City Manager (Excepted) (AM)	01071	7,426	7,799	8,185	8,595	9,027
Senior Budget Analyst (AM)	00494	8,389	8,810	9,249	9,712	10,195
Senior Financial Analyst (AM)	00482	8,810	9,249	9,712	10,195	10,707
Senior Human Resources Analyst (AM)	01541	9,027	9,479	9,951	10,450	10,975
Senior Human Resources Communications Specialist (AM)	08595	9,027	9,479	9,951	10,450	10,975
Senior Legal Management Assistant (Excepted) (AM)	02791	8,389	8,810	9,249	9,712	10,195
Senior Management Analyst (AM)	00152	8,389	8,810	9,249	9,712	10,195
Senior Management Analyst (Excepted) (AM)	00153	8,389	8,810	9,249	9,712	10,195
Senior Organizational Development and Training Analyst (AM)	00477	9,027	9,479	9,951	10,450	10,975
Senior Risk Management Analyst (AM)	01757	9,027	9,479	9,951	10,450	10,975
Supervisor of Inspections (AM)	02371	10,098	10,606	11,135	11,694	12,285

**ADMINISTRATIVE MANAGEMENT
MONTHLY WAGE RATE SCHEDULE
EFFECTIVE JULY 14, 2024**

JOB TITLE	JOB CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Applications Systems Manager (AM)	02910	11,985	12,590	13,219	13,879	14,575
Applications/Tech Support Manager (AM)	02915	12,590	13,219	13,879	14,575	15,304
Assistant Public Works Maintenance Manager (AM)	01772	10,659	11,193	11,753	12,342	12,957
Budget and Research Manager (AM)	06400	11,414	11,985	12,590	13,219	13,879
Budget Supervisor (AM)	00493	10,352	10,869	11,414	11,985	12,590
Code Enforcement Principal (AM)	02745	9,435	9,906	10,401	10,924	11,469
Enterprise Program Manager (AM)	01769	10,659	11,193	11,753	12,342	12,957
Facilities Maintenance Manager (AM)	04377	9,341	9,810	10,302	10,818	11,360
Fleet Services Manager (AM)	04785	9,341	9,810	10,302	10,818	11,360
Homeless Services Manager (AM)	03750	11,414	11,985	12,590	13,219	13,879
Information Technology Infrastructure Supervisor (AM)	01705	11,360	11,926	12,527	13,152	13,811
Payroll Manager (AM)	07405	10,659	11,193	11,753	12,342	12,957
Payroll Supervisor (AM)	07404	9,810	10,302	10,818	11,360	11,926
Permit Services Principal (AM)	02589	9,435	9,906	10,401	10,924	11,469
Principal Community Planner (AM)	07609	11,193	11,753	12,342	12,957	13,606
Principal Human Resources Analyst (AM)	01519	10,003	10,501	11,028	11,579	12,160
Principal Management Analyst (AM)	00151	9,860	10,352	10,869	11,414	11,985
Principal Management Analyst (Excepted) (AM)	00149	9,860	10,352	10,869	11,414	11,985
Principal Planner (AM)	02471	11,193	11,753	12,342	12,957	13,606
Project Management Officer (AM)	06145	12,590	13,219	13,879	14,575	15,304
Public Affairs Information Officer (Excepted) (AM)	01800	10,302	10,818	11,360	11,926	12,527
Risk Management Supervisor (AM)	01751	9,341	9,810	10,302	10,818	11,360
Secretary to the City Manager (Excepted) (AM)	01071	7,649	8,033	8,431	8,853	9,298
Senior Budget Analyst (AM)	00494	8,641	9,074	9,526	10,003	10,501
Senior Financial Analyst (AM)	00482	9,074	9,526	10,003	10,501	11,028
Senior Human Resources Analyst (AM)	01541	9,298	9,763	10,250	10,764	11,304
Senior Human Resources Communications Specialist (AM)	08595	9,298	9,763	10,250	10,764	11,304
Senior Legal Management Assistant (Excepted) (AM)	02791	8,641	9,074	9,526	10,003	10,501
Senior Management Analyst (AM)	00152	8,641	9,074	9,526	10,003	10,501
Senior Management Analyst (Excepted) (AM)	00153	8,641	9,074	9,526	10,003	10,501
Senior Organizational Development and Training Analyst (AM)	00477	9,298	9,763	10,250	10,764	11,304
Senior Risk Management Analyst (AM)	01757	9,298	9,763	10,250	10,764	11,304
Supervisor of Inspections (AM)	02371	10,401	10,924	11,469	12,045	12,654

EXHIBIT B
MIDDLE MANAGEMENT
MONTHLY WAGE RATE SCHEDULE
EFFECTIVE JULY 1, 2022 TO JULY 1, 2023

JOB TITLE	JOB CODE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
Accounting Manager (MM)	01120	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242
Administrative Services Manager (MM)	00190	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Assistant City Attorney (Excepted) (MM)	01620	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Assistant Clerk Of The Council (MM)	01710	9,205	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663
Assistant Dir of Finance and Management Svcs (MM)	01180	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645	17,063	17,489
Assistant Director of Community Development (MM)	02865	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645
Assistant Director of Parks Rec and Cmty Svcs (MM)	00380	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645
Assistant Director of Planning and Building (MM)	02492	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645	17,063	17,489
Assistant to the City Manager (Excepted) (MM)	07721	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Benefits & Compensation Manager (MM)	00474	9,205	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663
Building Safety Manager (MM)	00940	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645
Chief Assistant City Attorney (Excepted) (MM)	01650	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645	17,063	17,489	17,926	18,375
City Traffic Engineer (MM)	02150	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242
Code Enforcement Manager (MM)	02750	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645
Community Development Manager (MM)	07615	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Corporate Yard Facilities/Fleet Svcs Mgr (MM)	04780	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Council Services Manager (Excepted) (MM)	00400	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Deputy City Attorney (Excepted) (MM)	01610	7,935	8,135	8,343	8,548	8,759	8,980	9,205	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782
Deputy City Engineer (MM)	00315	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242
Deputy Public Works Director / City Engineer (MM)	00320	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645	17,063	17,489
Deputy Public Works Director / Main Svcs Mgr (MM)	04430	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846
Deputy Public Works Director/Constr Svcs Mgr (MM)	02251	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645
Deputy Public Works Director/Water Rsres Mgr (MM)	04410	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645

JOB TITLE	JOB CODE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
Economic Development Manager (MM)	02690	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Facilities and Fleet Maintenance Manager (MM)	04376	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Facilities Maintenance Superintendent (MM)	04375	9,205	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663
Homeless Services Division Manager (MM)	03751	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Housing Division Manager (MM)	02460	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Information Services and Network Manager (MM)	00960	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Library Operations Manager (MM)	05195	8,980	9,205	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331
Organizational Development and Training Manager (MM)	00475	9,205	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663
Park Services Superintendent (MM)	04104	9,205	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663
Planning Manager (MM)	02500	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645
Principal Civil Engineer (MM)	02129	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242
Principal Plan Check Engineer (MM)	00331	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Recreation and Community Services Manager (MM)	01945	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Risk Manager (MM)	01750	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Safety Administrator (MM)	05020	9,205	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663
Senior Assistant City Attorney (Excepted) (MM)	01630	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242	16,645	17,063	17,489
Strategic Communications Manager (Excepted) (MM)	02925	9,434	9,668	9,910	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003
Transit Program Manager (MM)	00200	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242
Transportation Manager (MM)	01080	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081	15,460	15,846	16,242
Treasury and Customer Services Manager (MM)	01170	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081
Zoo Manager (MM)	05480	10,161	10,412	10,670	10,941	11,216	11,495	11,782	12,079	12,379	12,688	13,006	13,331	13,663	14,003	14,354	14,714	15,081

**MIDDLE MANAGEMENT
MONTHLY WAGE RATE SCHEDULE
EFFECTIVE JULY 2, 2023 TO JULY 13, 2024**

JOB TITLE	JOB CODE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
Accounting Manager (MM)	01120	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729
Administrative Services Manager (MM)	00190	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Assistant City Attorney (Excepted) (MM)	01620	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Assistant Clerk Of The Council (MM)	01710	9,481	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073
Assistant Dir of Finance and Management Svcs (MM)	01180	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144	17,575	18,014
Assistant Director of Community Development (MM)	02865	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144
Assistant Director of Parks Rec and Cmty Svcs (MM)	00380	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144
Assistant Director of Planning and Building (MM)	02492	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144	17,575	18,014
Assistant to the City Manager (Excepted) (MM)	07721	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Benefits & Compensation Manager (MM)	00474	9,481	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073
Building Safety Manager (MM)	00940	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144
Chief Assistant City Attorney (Excepted) (MM)	01650	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144	17,575	18,014	18,464	18,926
City Traffic Engineer (MM)	02150	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729
Code Enforcement Manager (MM)	02750	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144
Community Development Manager (MM)	07615	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Corporate Yard Facilities/Fleet Svcs Mgr (MM)	04780	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Council Services Manager (Excepted) (MM)	00400	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Deputy City Attorney (Excepted) (MM)	01610	8,173	8,379	8,593	8,804	9,022	9,249	9,481	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135
Deputy City Engineer (MM)	00315	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729
Deputy Public Works Director / City Engineer (MM)	00320	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144	17,575	18,014
Deputy Public Works Director / Main Svcs Mgr (MM)	04430	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321
Deputy Public Works Director/Constr Svcs Mgr (MM)	02251	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144
Deputy Public Works Director/Water Rsres Mgr (MM)	04410	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144
Economic Development Manager (MM)	02690	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533

JOB TITLE	JOB CODE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
Facilities and Fleet Maintenance Manager (MM)	04376	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Facilities Maintenance Superintendent (MM)	04375	9,481	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073
Homeless Services Division Manager (MM)	03751	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Housing Division Manager (MM)	02460	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Information Services and Network Manager (MM)	00960	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Library Operations Manager (MM)	05195	9,249	9,481	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731
Organizational Development and Training Manager (MM)	00475	9,481	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073
Park Services Superintendent (MM)	04104	9,481	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073
Planning Manager (MM)	02500	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144
Principal Civil Engineer (MM)	02129	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729
Principal Plan Check Engineer (MM)	00331	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Recreation and Community Services Manager (MM)	01945	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Risk Manager (MM)	01750	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Safety Administrator (MM)	05020	9,481	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073
Senior Assistant City Attorney (Excepted) (MM)	01630	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729	17,144	17,575	18,014
Strategic Communications Manager (Excepted) (MM)	02925	9,717	9,958	10,207	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423
Transit Program Manager (MM)	00200	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729
Transportation Manager (MM)	01080	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533	15,924	16,321	16,729
Treasury and Customer Services Manager (MM)	01170	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533
Zoo Manager (MM)	05480	10,466	10,724	10,990	11,269	11,552	11,840	12,135	12,441	12,750	13,069	13,396	13,731	14,073	14,423	14,785	15,155	15,533

**MIDDLE MANAGEMENT
MONTHLY WAGE RATE SCHEDULE
EFFECTIVE JULY 14, 2024**

JOB TITLE	JOB CODE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
Accounting Manager (MM)	01120	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231
Administrative Services Manager (MM)	00190	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Assistant City Attorney (Excepted) (MM)	01620	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Assistant Clerk Of The Council (MM)	01710	9,765	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495
Assistant Dir of Finance and Management Svcs (MM)	01180	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658	18,102	18,554
Assistant Director of Community Development (MM)	02865	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658
Assistant Director of Parks Rec and Cmty Svcs (MM)	00380	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658
Assistant Director of Planning and Building (MM)	02492	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658	18,102	18,554
Assistant to the City Manager (Excepted) (MM)	07721	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Benefits & Compensation Manager (MM)	00474	9,765	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495
Building Safety Manager (MM)	00940	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658
Chief Assistant City Attorney (Excepted) (MM)	01650	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658	18,102	18,554	19,018	19,494
City Traffic Engineer (MM)	02150	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231
Code Enforcement Manager (MM)	02750	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658
Community Development Manager (MM)	07615	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Corporate Yard Facilities/Fleet Svcs Mgr (MM)	04780	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Council Services Manager (Excepted) (MM)	00400	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Deputy City Attorney (Excepted) (MM)	01610	8,418	8,630	8,851	9,068	9,293	9,526	9,765	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499
Deputy City Engineer (MM)	00315	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231
Deputy Public Works Director / City Engineer (MM)	00320	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658	18,102	18,554
Deputy Public Works Director / Main Svcs Mgr (MM)	04430	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811
Deputy Public Works Director/Constr Svcs Mgr (MM)	02251	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658
Deputy Public Works Director/Water Rsres Mgr (MM)	04410	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658
Economic Development Manager (MM)	02690	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999

JOB TITLE	JOB CODE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
Facilities and Fleet Maintenance Manager (MM)	04376	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Facilities Maintenance Superintendent (MM)	04375	9,765	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495
Homeless Services Division Manager (MM)	03751	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Housing Division Manager (MM)	02460	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Information Services and Network Manager (MM)	00960	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Library Operations Manager (MM)	05195	9,526	9,765	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143
Organizational Development and Training Manager (MM)	00475	9,765	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495
Park Services Superintendent (MM)	04104	9,765	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495
Planning Manager (MM)	02500	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658
Principal Civil Engineer (MM)	02129	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231
Principal Plan Check Engineer (MM)	00331	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Recreation and Community Services Manager (MM)	01945	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Risk Manager (MM)	01750	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Safety Administrator (MM)	05020	9,765	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495
Senior Assistant City Attorney (Excepted) (MM)	01630	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231	17,658	18,102	18,554
Strategic Communications Manager (Excepted) (MM)	02925	10,009	10,257	10,513	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856
Transit Program Manager (MM)	00200	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231
Transportation Manager (MM)	01080	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999	16,402	16,811	17,231
Treasury and Customer Services Manager (MM)	01170	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999
Zoo Manager (MM)	05480	10,780	11,046	11,320	11,607	11,899	12,195	12,499	12,814	13,133	13,461	13,798	14,143	14,495	14,856	15,229	15,610	15,999