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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SANTA ANA

AND

THE SANTA ANA POLICE OFFICERS ASSOCIATION

JANUARY 1, 2023 – DECEMBER 31, 2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR 2023**

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ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Santa Ana (hereinafter called the "City") has recognized the Santa Ana Police Officers Association (herein called the "Association" or "SAPOA") as the recognized representative of the bargaining unit which includes full-time police department employees in the sworn, "safety-member" classifications and full-time police department employees in the non-sworn, "miscellaneous-member" classifications listed in Exhibit A, as well as such classifications as may be added hereafter by resolution of the City Council. All other classifications not specifically listed in Exhibit A or added to this Association via resolution to the City Council are excluded from representation by the Association.

ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

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

ARTICLE III

3.0 ATTENDANCE, WORK PERIOD, WORK SCHEDULE & WORKDAY

- 3.1 Attendance. Employees covered by this MOU shall be in attendance at their work location during hours prescribed by the Police Chief or their designee(s) and shall not absent themselves during prescribed hours without approval of the Police Chief or their designee(s).
- 3.2 Definitions.
- A. Standard Work Period. The Standard Work Period shall consist of a consecutive seven (7) day, one hundred sixty-eight (168) hour period.
 - B. Alternative Work Period-207(k) Exempt Employees. The Alternative Work Period shall apply to all members of the Association who are peace officers, correctional officers or correctional supervisors who are subject to the partial overtime exemption provided by the Fair Labor Standards Act (FLSA) pursuant to Section 207(k). The 207(k) employees' Work Period shall consist of a consecutive twenty-eight (28) day, six hundred seventy-two (672) hour time period. In conformance with the FLSA, members who are peace officers, correctional officers, or correctional supervisors shall not be eligible for FLSA overtime, as defined under the FLSA for employees assigned to the Alternate Work Period until they have worked in excess of one hundred seventy-one (171) hours in the Alternate Work Period. Nothing in this section shall prevent a peace officer, correctional officer or correctional supervisor from earning overtime and being compensated for overtime based on the overtime provisions as stated in Article VIII of this MOU. All overtime shall be paid at one and one-half (1 1/2) times the regular rate of pay. Regular Rate of Pay: Shall mean the base rate of pay and any Assignment and Other Special Pay Additives, Career Development Program Pay, Call-Back-Duty and Court Appearance pay as listed in Article V, VI and VIII.
 - C. Work Hours. Work hours are the regularly scheduled hours of work as determined by the Police Chief or their designee. A "day" is defined as any consecutive twenty-four (24) hour period.
 - D. Work Schedules. The Police Chief has established the following work schedules. These schedules may be changed by the Police Chief based on operational need. The City will negotiate over any impacts of schedule changes.
 - 1. Standard Work Period Schedules.
 - a. 5/40 Work Schedule. Employees shall work five (5) eight (8) hour workdays per seven (7) consecutive days, one hundred sixty-eight (168) hour Standard Work Period. Each workday shall consist of eight (8) hours of work and a thirty (30) minute unpaid meal period. 5/40 work schedules for employees may be an option if approved by their supervisor/manager.

- b. 4/10 Work Schedule. Employees shall work four (4) ten (10) hour days per seven (7) consecutive days, one hundred sixty-eight (168) hour Standard Work Period. Each workday shall consist of ten (10) hours of work, and either a thirty (30) minute or one (1) hour unpaid meal period. The determination as to a thirty (30) minute or one (1) hour unpaid meal period shall be made by the Police Chief or their designee.
- c. 9/80 Work Schedule. Employees shall work alternate weeks of four (4) consecutive workdays nine (9) consecutive hours each followed by five (5) consecutive workdays, four (4) of which consist of nine (9) consecutive hours each and one (1) day of eight (8) consecutive hours during each one hundred sixty-eight (168) hour Standard Work Period. Each nine (9) hour workday shall consist of nine (9) hours of work and either a thirty (30) minute or one (1) hour unpaid meal period. For employees who work a 9/80 work schedule, their FLSA work period shall begin exactly four (4) hours after the start time of their eight (8) hour workday. The eight (8) hour workday shall be divided by either a thirty (30) minute or one (1) hour unpaid meal period. The determination as to a thirty (30) minute or one (1) hour unpaid meal period shall be made by the Police Chief or their designee.
- d. 12/40 Work Schedule. Employees shall work three (3) twelve (12) hour and thirty (30) minute workdays and one (1) four hour workday in each seven (7) consecutive day, one hundred sixty-eight (168) hour Standard Work Period. Each workday shall consist of eleven (11) hours and thirty (30) minutes of work, and a one (1) hour meal period, thirty (30) minutes of which shall be paid and thirty (30) minutes of which shall be unpaid, for a total of twelve (12) hours and thirty (30) minutes. The four (4) hour workday shall consist of four (4) hours of work. Employees who work this shift actually work an eight (8) hour shift where their FLSA work period shall end exactly four (4) hours after the start time of their shift. This way the second four (4) hours of the shift is worked in the next FLSA work period. This ensure that the employee is schedule to work forty (40) hours in each work period.

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

- a. 207(k) 3/12.5 Work Schedule – Patrol/Canine. Employees shall work thirteen (13) twelve (12) hour and thirty (30) minute workdays in each twenty eight (28) day FLSA Work Period. Of the thirteen (13) workdays, an employee assigned to this schedule shall be required to work one (1) twelve (12) hour and thirty (30) minute “payback” day each twenty-eight (28) day FLSA Work Period, scheduled or assigned pursuant to the Department’s work schedule

policy. Each workday shall consist of twelve (12) hours of work and a thirty (30) minute paid meal period. During each twenty-eight (28) day FLSA Work Period, employees shall work one hundred sixty-two and one half (162.5) hours. Upon completion of this work schedule, employees will earn an additional two (2) hours and thirty (30) minutes of vacation time, provided they do not take leave without pay during that Work Period. Employees assigned to this schedule are compensated for their meal periods. Consequently, if an employee is unable to take their meal period, or is interrupted during their meal period, they shall not receive further compensation.

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

Each workday shall consist of ten (10) hours of work and either a thirty (30) minute or one (1) hour unpaid meal period. The determination as to a thirty (30) minute or one (1) hour unpaid meal period shall be made by the Police Chief or their designee.

- e. 207(k) 9/80 Work Schedule. Employees shall work five (5) nine (9) hour workdays in one (1) seven (7) day period and three (3) nine (9) hour workdays and one (1) eight (8) hour workday in the second seven (7) day period, or alternatively three (3) nine (9) hour workdays and one (1) eight (8) hour workday in the first seven (7) day span and five (5) nine (9) hour workdays in the second span. This cycle shall be repeated twice each twenty-eight (28) day FLSA Work Period. Each nine (9) hour workday shall consist of nine (9) hours of work and either a thirty (30) minute or one (1) hour unpaid meal period. The eight (8) hour workday shall consist of eight (8) hours of work and either a thirty (30) minute or one (1) hour unpaid meal period. The determination as to a thirty (30) minute or one (1) hour unpaid meal period shall be made by the Police Chief or their designee.

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

3.3 Meal Periods. Except for those employees assigned to Patrol, other employees who do not receive a paid meal period whose meal periods are interrupted by the performance of job related duties, will receive another full, uninterrupted meal period or will be compensated for their meal period at their overtime rate of pay at time and one-half (1.5) their regular rate of pay. For purposes of this section, “interrupted” shall mean a significant interruption of more than a few minutes (*de minimis*). For employees who receive a one (1) hour lunch period (half (0.5) of which is paid) overtime compensation shall apply only to the unpaid half (0.5) hour. Unless exigent circumstances exist beyond the Department’s control, employees assigned to Patrol shall be provided a thirty (30) minute paid meal period.

3.4 Detective Redeployment.

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

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

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

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

Any employee who is informed that they will be removed from the Investigations Bureau and lose the Investigations assignment pay differential may appeal per Article 16 to the Chief of Police. This appeal constitutes the sole administrative appeal of the Chief's decision, shall be conducted in an informal manner and the decision of the Chief shall be final.

- 3.5 Field Operations shifts and requests for time off shall be based on seniority in job classification and rank held within the employee's assigned Bureau.

ARTICLE IV

4.0 SALARIES

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

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

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

After the salary of an employee has been first established, the employee shall be advanced from Step "A" to Step "B" or from Step "B" to Step "C" or from Step "C" to Step "D," or from Step "D" to Step "E," whichever is the next higher step to that on which the employee has been previously paid, effective the first day of the month following completion of the required length of service at each step. Effective the first full pay period following City Council approval of this MOU, employees shall be advanced from one step to the next effective the first day of the pay period following completion of the required length of service at each step. This assumes the employee has received at least a "meets standards" performance evaluation which is a condition of moving to the next step.

For employees who are not at top step who receive their performance evaluation after the first day of the month following their anniversary date, they shall move to the next step retroactive to the first day of the month following their anniversary date. Effective the first full pay period following City Council approval of this MOU, for employees who are not at top step who receive their performance evaluation after the first day of the pay period following their anniversary date, they shall move to the next step retroactive to the first day of the pay period following their anniversary date.

If an employee who is not at top step receives an evaluation that is less than a "meets standards" evaluation, they will be re-evaluated three (3) months after their anniversary

date. If they achieve a meets standards evaluation, they will then move to the next step on the first day of the following pay period. If they do not receive at least a “meets standards” evaluation, they will not move to the next step and need to wait until the following year for their next evaluation.

4.3 Salary Adjustments.

Effective the first full pay period following City Council approval of this MOU, employees in the bargaining unit who are employed as of the date of City Council approval of this MOU shall receive a one-time lump sum payment of two-thousand dollars (\$2,000).

Effective the first full pay period following July 1, 2023, the base salary of employees covered by this MOU shall be increased by three percent (3%).

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

Effective the first full pay period following City Council approval of this MOU, employees in the classifications of Police Officer and Police Sergeant will be paid at a rate of approximately five percent (5%) above their base monthly salary step for the completion of fifteen (15) years of law enforcement service through nineteen (19) years of service. At the beginning of twenty (20) years of law enforcement service or more, sworn employees will be paid an additional rate of approximately five percent (5%) above their base monthly salary step.

Effective the first full pay period following City Council approval of this MOU, employees in non-sworn classifications will be paid at a rate of approximately two and one half percent (2.5%) above their base monthly salary step for the completion of twenty (20) or more years of service with the City.

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

4.6 Beginning Rates. A new employee of the City of Santa Ana shall be paid the rate shown as Step "A" in the salary range allocated to the class of employment for which they have been hired. In special instances where such new employee possesses unique and

exceptional education, training and/or experience qualifications, the department head under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on Step "B" or Step "C" within the allocated salary range, provided that such employee shall be assigned such salary step upon the commencement of their service in the classification of employment to which the salary range applies and such assignment having once been made shall remain in effect until the employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article.

- 4.7 Service. The word "service" as used in this MOU shall be deemed to mean continuous, full-time service in the classification in which the employee is being considered for salary advancement, service in the higher classification or service in a classification allocated to the same salary range and having generally similar duties and requirements. Employees hired after the first (1st) working day of the month shall not be credited with "time-in-service" for that month when determining the length of service required for salary step advancement. A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purpose of this MOU and any such employee reentering the service of the City shall be considered as a new employee, except that they may be reappointed within one (1) year and may be placed in the same salary step in the appropriate salary range as they was at the time of termination of employment.
- 4.8 Promotional Salary Advancement. When an employee is promoted to a position in a higher classification from a position in a lower classification in the same occupational job family series, they shall be reassigned to Step "A" in the appropriate salary range for the higher classification; provided however, that if the base salary step currently being paid to the employee is already equal to or higher than said Step "A," they will be placed in the lowest step in the appropriate salary range as will grant the employee an increase of at least one (1) salary step (approximately 5%) over their current base salary step including assignment pays, shift differential and bilingual pay being paid at the time of promotion.
- 4.9 Demotion. When an employee is demoted to a position in a lower classification, their salary rate shall be fixed in the appropriate salary range for the lower classification in accordance with the following provisions:
- A. The salary rate shall be reduced by at least one (1) step.
 - B. The new salary rate must be within the appropriate salary range.
 - C. The new salary rate shall not be higher than the salary step to which the employee would have been entitled had their service time in the higher classification been spent in the lower classification.

4.10 Reallocation of Salary Ranges. Any employee who is employed in a classification which is reallocated to a different salary range from that previously assigned shall be retained in the same salary step in the new salary range as they had previously held in the prior range and shall retain credit for length of service in such step towards advancement to the next higher step.

ARTICLE V

5.0 ASSIGNMENT AND OTHER SPECIAL PAY ADDITIVES

5.1 Assignment Pay Differentials.

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

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

If a Corporal is assigned to lead a work unit without a Sergeant, they will be paid an additional approximate two and one half percent (2.5%) of base pay. At the present time, Directed Patrols and Civic Center Patrol units are examples of such assignments.

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

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

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

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

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

- J. A Police Officer or Police Sergeant who is continuously and regularly assigned to and actually performing duties of a Motor Officer assigned to the Traffic Division will be paid approximately two and one half percent (2.5%) of base pay.

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

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

and Graffiti Task Force Investigator, will be paid approximately two and one half percent (2.5%) of base pay.

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

5.2 Shift Differential.

- A. Non-Sworn Personnel. Each employee in the classes of Animal Service Officer I, Animal Service Officer II, Forensic Specialist I, Crime Research Analyst, Forensic Specialist II, Police Communications Supervisor, Police Investigative Specialist, Police Property & Evidence Specialist, Police Service Officer, Police Evidence and Supply Specialist, Police Services Dispatcher, Communications Services Officer,

Correctional Officer, Correctional Supervisor and Parking Control Officer who is continuously and regularly assigned to a schedule of work which requires that they actually work a minimum of four and one-half (4 1/2) hours between the hours of 5:00 P.M. and 7:00 A.M. will be paid a shift differential at a rate of approximately five percent (5.0%) of base pay.

- B. Each Sworn employee covered by this MOU who is continuously and regularly assigned to a schedule of work that requires that they actually work a minimum of four and one-half (4 ½) hours between the hours of 5:00 P.M. and 7:00 A.M. will be paid a shift differential at a rate of approximately (2.5%) of base pay. Effective the first full pay period following City Council approval of the MOU, eligible sworn employees will be paid a shift differential at a rate of approximately five percent (5.0%) of base pay.

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

- A. Assignment by the Police Chief or their designee to a position requiring bilingual capability in both English and any other language and American Sign Language; and
- B. Certification by the Executive Director of Human Resources or designee as having satisfactorily demonstrated the required level of fluency in the second language. Effective January 1, 2022, employees must recertify for this pay every three (3) years. Employees who were receiving this pay as of January 1, 2022 must recertify by January 1, 2025 to continue to receive this pay.
- C. Sworn: Street Level Proficiency in Spanish. A Police Officer or Sergeant who successfully demonstrates the required level of bilingual fluency as determined by the Executive Director of Human Resources or designee shall be paid bilingual pay of equal to the product obtained by multiplying the Step “E” base salary rate of Police Officer by two and one half percent (2.5%) of base pay.
- D. Sworn: Complex Level Proficiency in Designated Languages. A Police Officer or Police Sergeant who successfully demonstrates the required level of bilingual fluency as determined by the Executive Director of Human Resources or designee shall be paid a bilingual pay equal to the product obtained by multiplying the Step “E” base salary rate of Police Officer by five percent (5%) of base pay.
- E. Non-Sworn: Secondary Level Proficiency in Designated Languages. A non-sworn employee who successfully demonstrates the required level of bilingual fluency as determined by the Executive Director of Human Resources or designee shall be paid forty dollars (\$40) per month.
- F. Non-Sworn: Primary Level Proficiency in Designated Languages. Assigned positions where it has been determined by the Police Chief that bilingual proficiency is essential to carry out duties and responsibilities of a critical and/or emergency nature without ready access to backup assistance, or positions where

bilingual public contact is a major, essential, or integral element of the work being performed, will be designated as Primary Bilingual Assignments. A non-sworn employee assigned to such a position who successfully demonstrates the required level of bilingual fluency shall be paid one hundred seventy-five dollars (\$175) per month.

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

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

A. Eligibility.

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

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

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

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

B. Compensation.

1. After an employee has served two (2) consecutive calendar weeks in a vacant, full-time, budgeted, higher-level position, they shall be compensated at the Temporary Upgrade Assignment Pay rate for each full day that they are assigned to the higher-level position, retroactive to the first (1st) day of said assignment.
2. An employee serving in a Temporary Upgrade Assignment will be paid within the pay range of the higher-level position. The employee will receive the higher of: 1) the minimum step of the higher-level position or; 2) approximately five percent (5%) of base pay inclusive of assignment pays which the employee is receiving.
3. An employee assigned to a vacant, full-time budgeted, higher-level position not represented by this bargaining unit (e.g., a Sergeant temporarily assigned to act as a Lieutenant) will receive the Temporary Upgrade Pay described above, but will remain a member this bargaining unit.
4. An employee assigned to a vacant, full-time, budgeted, higher-level position will continue to be eligible for salary step increases in their regular position.

5.6 Correctional Officer Assignments

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

ARTICLE VI

6.0 CAREER DEVELOPMENT PROGRAM

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

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

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

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

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

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

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

6.10 Career Development Pay-Sworn

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

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

6.11 Advanced POST Certificate. Effective the first full pay period following City Council approval of this MOU, sworn employees who obtain and possess an Advanced POST Certificate will be paid approximately two percent (2%) of base pay. The Advanced POST Certificate pay will be provided effective the first pay period after the date it is issued but not earlier than the first full pay period following City Council approval of this MOU.

ARTICLE VII

7.0 TRAINING AND EDUCATIONAL ASSISTANCE PROGRAM

7.1 Purpose.

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

7.2 Eligibility.

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

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

7.3 Reimbursement.

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

7.4 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete an Application for Training and Educational Assistance form and submit it to the Police Chief.
- B. The Police Chief will recommend approval or disapproval and forward the application to the Human Resources Department. It is advisable that the applicant accomplish the procedures so far described prior to the inception of the course or disbursement of personal funds in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy.
- C. Within three (3) months after they have completed the course and received their final grade, the employee must include official verification of their final grade with

appropriate receipts for tuition and textbook costs to the Human Resources Department. These will be returned to the employee upon request. Applications not submitted to the Human Resources Department within three (3) months following completion of the course become void.

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

ARTICLE VIII

8.0 OVERTIME

- 8.1 General Policy for Overtime Work. Whenever it shall be determined to be in the public interest for employees to perform overtime work, or in an emergency situation, the City Manager, the Police Chief, or an authorized representative of the City Manager or Police Chief, may require an employee to perform overtime work.
- 8.2 Definition.
- A. Standard Work Period Overtime. Overtime for those employees assigned to the Standard Work Period shall be authorized or required time worked in excess of those hours assigned to their particular Standard Work Period Schedule workday or hours in excess of forty (40) hours per Work Period. However, subject to Article 8.3 below, if an employee uses sick leave or personal necessity leave as provided for in this MOU in the same Standard Work Period in which they works hours in addition to their regular hours, the sick leave and/or personal necessity leave shall not count as work hours which shall mean that the additional hours worked shall be paid at straight time if they are less than or equal to the number of sick leave or personal necessity leave hours used in the Standard Work Period. The use of such leave hours shall not affect overtime earned in accordance with Article 8.14 of this MOU.
- B. Alternative Work Period Overtime. Pursuant to this MOU, employees assigned to the Alternate Work Period (the twenty-eight (28) day FLSA work period per Section 7(k) of the FLSA) shall earn overtime for authorized or required time worked in excess of those hours assigned to their particular Alternative Work Period Schedule workday or hours in excess of their Alternative Work Period Schedule hours in a consecutive twenty-eight (28) day, six hundred seventy-two (672) hour period. However, subject to Article 8.3 below, if an employee uses sick leave or personal necessity leave as provided for in this MOU in the same Alternative Work Period in which they works hours in addition to their regular hours, the sick leave and/or personal necessity leave shall not count as work hours which shall mean that the additional hours worked shall be paid at straight time if they are less than or equal to the number of sick leave or personal necessity leave hours used in the Alternative Work Period. The use of such leave hours shall not affect overtime earned in accordance with Article 8.14 of this MOU.
- 8.3 Computation of a Workday and Work Period. Paid leave for holidays, vacation, and other time off with pay (including approved workers' compensation leave), except for sick leave and personal necessity, shall be credited towards the total time worked in computing a regular workday, and/or a work period, as defined herein. Sick leave and personal necessity shall not count as hours worked towards the total time worked in computing a regular workday and/or a work period.

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

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

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

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

8.4 Compensation for Overtime.

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

2. The FLSA Comp Time Bank has a maximum accrual of one-hundred (100) hours. An employee who has one hundred (100) hours in this bank will earn overtime paid at time and one-half the employee's regular rate of pay for overtime earned in accordance with this MOU and the FLSA. An employee who works overtime and who has less than one hundred (100) hours in their FLSA Comp Time Bank may be able to accrue hours (at the rate of one and one half (1.5) hours for each hour of overtime worked) in accordance with subdivision (B) above. For Calendar year 2022, the Comp time in this bank can be cashed in accordance with the provisions detailed below. Each affected employee who has accrued comp time credits in the FLSA Comp Time Bank, may elect to convert up to twenty (20) hours of such accrued time each calendar year quarter to the cash equivalent thereof, to a maximum of eighty (80) hours per calendar year.

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

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

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

1. When an employee submits a request for time off using accrued compensatory time, and that employee has found a qualified replacement, the time off request will be granted. A qualified replacement means that the replacement officer or employee is able to fulfill the requirements of the position to which the requesting officer is assigned.
 - a. Compensatory time off requests made for consideration during the monthly scheduling meetings will be treated as any other time off and granted only on the basis of seniority.
 - b. Pursuant to the 3-12 Operating Rules, officers may trade work days with other officers within the twenty-eight (28) day deployment period. Any trades must be approved by the affected Commanders and the Field Operations Bureau Commander.

2. When an employee submits a request to take time off using accrued compensatory time and the officer deployment is above minimum staffing for the day requested, then the request will be granted without further conditions. However, if the number of officers scheduled to work on the day(s) of the request is at or below minimum staffing as defined by the department, the compensatory time off request will be granted only if a qualified replacement has volunteered and committed to work the assignment left open by the request for time off. The volunteer may exchange days off with the requesting employee within the twenty-eight (28) day deployment period, whichever applies, or may elect to receive overtime compensation.
3. Requests for use of compensatory time off during holidays as defined by this MOU, must be submitted in time to be considered during the monthly scheduling meeting held by bureau and division commanders for the upcoming month. These requests will be considered by seniority and will be granted only if officer deployment is above minimum staffing. Compensatory time off requested during a City-designated holiday will be treated as any other time off request and will be granted in order of seniority as long as minimum staffing levels are met. The replacement policy in Section 8.4(D)(4) below will not apply to compensatory time off requests submitted for consideration during monthly scheduling meetings.
4. Although it is always preferable for the employee to find a qualified replacement when requesting the use of compensatory time off, if provided sufficient notice of a request for time off, the department will work with employees to find a qualified replacement. Sufficient notice and reasonable period will be defined as follows:
 - a. Seventy-two (72) hours' notice for one (1) day or less of time off requested.
 - b. Five (5) calendar days' notice for more than one (1) workday up to one (1) workweek.
 - c. Fourteen (14) calendar days' notice for more than one (1) week compensatory time off request.
5. If an employee has provided sufficient notice to use compensatory time off, the department will work with the employee to find a qualified replacement in the following manner:
 - a. The watch commander will maintain a calendar of time off that has been requested in accordance with the guidelines listed above. Qualified employees will be allowed to volunteer to work these shifts.
 - b. If an employee volunteers and signs up to work for another

employee who has requested compensatory time off, that volunteering employee will be held responsible for working that full shift without further reminder. Employees who do not show up to work, or retract their offer to replace another officer, may be subject to disciplinary action and may not be permitted to volunteer to work in this manner in the future.

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

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

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

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

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

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

8.10 Call-Back and On-Call.

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

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

Employees are required to promptly return to work after being called and be fit for duty and able to respond. Employees on call are not permitted to drink alcohol or use any substance that will affect their ability to return to work. Being on call does not constitute hours worked since employees are off-duty and permitted to engage in personal pursuits.

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

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

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

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

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

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

- B. A subpoenaed employee scheduled to appear in court on City business during off-duty time may be placed on on-call status by the Police Chief or their authorized representative if the employee can respond to the court, if called, within sixty (60) minutes of the employee's notification. In the event such off-duty employee is on on-call status during any court session and is not required to appear in court, such employees shall be compensated two (2) hours at straight time, for each court session. Such employee may elect, in lieu of paid time, to earn two (2) hours of comp time off for standby time and not appearing in court, with the approval of the Police Chief.
- C. Employees assigned to the 3/12.5-7/12.5, or 3/12-4/12 Work Schedule who appear in court during their regularly scheduled workweek, and who, as a result, do not receive adequate rest (because of the hours of the day they work), will be allowed to flex their scheduled shift start time up to four (4) hours, with the approval of the employee's immediate supervisor and watch commander, or immediate supervisor and section commander. Alternatively, the employee may be allowed to use up to four (4) hours from their "Comp Time Banks" at the beginning of their scheduled shift to ensure adequate rest.
1. An employee whose work shift ends or starts within thirty (30) minutes of a mandatory court appearance shall be compensated for those thirty (30) minutes at an overtime rate.
 2. Employees assigned to a Watch 3 (6:00 p.m. to 6:30 a.m.) who are required to appear in court following the end of their shift will have the option of remaining on duty or ending their shift. Employees that continue active duty will be compensated at time and one-half while on duty. Employees that end their shift will be unpaid prior to their court appearance.
- D. Employees who are on call for court during off-duty time, and who are called to testify, will be paid at the overtime rate of time and a half of their regular hourly rate, to include actual travel time from their home to court and back, or until their regularly scheduled shift begins. Travel time will be limited to a maximum of one (1) hour each way. Only that period of time devoted to work will be compensated. Time spent on personal pursuits or other non-work related activity will not be compensated.
- E. Those employees who have advance notice of their required appearance in court, have arranged an appearance time with the District Attorney's Office, or who otherwise have advance notice of mandatory court appearances, will not be compensated for travel time in any manner.
- F. Employees who appear in court during off-duty hours may elect to start their normal work shift early as specified herein.
- G. A subpoenaed employee scheduled to appear in court on City business during off-duty time and placed on-call by the Police Chief or their authorized representative will be compensated two (2) hours at straight time if they are not advised of the

cancellation of their appearance within five (5) Court business days of said appearance.

8.13 Creation of Association Comp Time Bank.

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

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

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

ARTICLE IX

9.0 HOLIDAYS

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

- January 1- New Year's Day.
- Third (3rd) Monday in January - Martin Luther King Jr.'s Birthday.
- Third (3rd) Monday in February - Presidents' Day.
- 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.
- December 25 - Christmas Day.
- Last working day before Christmas Day, unless Christmas falls on a Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof.
- One (1) Floating Holiday - Any workday selected by the employee with prior permission of the employee's supervisor.
- Every day proclaimed by the Mayor of the City as a holiday for City employees.

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

9.2 Employees shall receive ninety-six (96) holiday hours each year (twelve (12) eight (8) hour holidays) in lieu of the twelve (12) holidays specified in Section 9.1. However, the floating holiday in Section 9.1 shall be donated back to the City to pay for the Association President's Leave per Section 14.3. For each of the holidays, employees have the following two (2) options:

- A. Option 1 - Employees can use their twelve (12) eight (8) hour holidays, i.e., ninety-six (96) holiday hours during the calendar year by scheduling it as time off. If this option is chosen, the following provisions apply:
1. The employee will not be cashed out for any of the ninety-six (96) holiday hours at the end of the year if any of the hours are not used.
 2. If an employee leaves City employment during the year and has not used all of the holiday hours earned during the year at the date of separation the remaining holiday hours earned to date will be paid to the employee on their final check. This pay will not be reported to CalPERS as Special Compensation.
 3. If an employee leaves City employment during the year and has used more holiday hours in the calendar year than they have earned as of that date, they must pay the City the cash value for such used but unearned holiday time off benefits prior to or at the time of separation.
 4. Employees can use holiday leave in increments as small as one-half (1/2) hour with fractional usage rounded upward to the next higher multiple of one-half (1/2) hour.
- B. Option 2 – Employees may make an irrevocable election to receive holiday pay in lieu (paid at the regular rate of pay at straight time) of time off for the holiday. If this option is chosen, employees must submit their irrevocable election by December 15 of each calendar year to the Police Department Human Resources Division who will then forward it to City Payroll.

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

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

- 9.3 All employees must actually work at least one (1) day preceding the day a holiday listed in Section 9.1, actually occurs in order to receive credit for such holiday. The employee will then be credited with all remaining holidays in the year occurring after the appointment.

An employee separating from the service of the City must actually work at least one (1) day following the day a holiday listed in Section 9.1, actually occurs in order to receive credit for that holiday.

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

ARTICLE X

10.0 VACATION

10.1 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.

10.2 Vacation.

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

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

B. An employee who has completed less than one (1) year's service during the calendar year shall receive a proportionate fraction in accordance with the amount of service to their credit during the year; provided, however, no employee shall be entitled to use any vacation until they has completed six (6) months of continuous service.

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

- D. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service for vacation accrual purposes.
- E. Computation of Vacation.
1. If a holiday listed in Article 9 occurs during an employee's vacation, vacation hours will not be deducted. For employees who choose to earn holiday in lieu pay, they are already being paid for the holiday. If an employee qualifies for sick leave while on vacation, the time will be deducted from sick leave, not vacation.
 2. With the exception of military leave, an employee who has a break in service of one (1) year or less will continue to accrue vacation per Section 10.2(A). If an employee has a break in service of one (1) year or more, they shall be considered a first year employee for purposes of accruing vacation.
- F. Vacation Buy-Back. Effective for calendar year 2023 and every year thereafter: By December 15 of each year, employees may make an irrevocable election to cash out up to sixty (60) hours (one hundred twenty (120) hours if they used eighty (80) hours in the calendar year they are making the election) of vacation which they can accrue per year which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation they irrevocably elected to cash out in either two (2) separate increments of up to thirty (30) hours (sixty (60) hours if they if they used eighty (80) hours in the calendar year they are making the election) hours or one (1) increment of up sixty (60) hours (one hundred twenty (120) hours if they if they used eighty (80) hours in the calendar year they are making the election) they can accrue in a year.

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

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

10.3 Limitation on Vacation.

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

10.4 Vacation Carry-Over.

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

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

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

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

ARTICLE XI

11.0 OTHER LEAVES OF ABSENCE

11.1 Sick Leave.

- A. Definition. Except as otherwise provided below, sick leave shall be deemed to mean absence from duty of an employee because of illness or injury that prevents the employee from performing the duties of their position and shall be deemed to include time in quarantine resulting from non-duty related exposure to a contagious disease.
- B. Accrual. Each employee shall earn eight (8) hours of sick leave for each full calendar month of service in which they are employed by the City with full pay. However, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave as aforesaid. Employees on leave of absence for service-connected illness or injury who are covered by the provisions of Labor Code Section 4850, shall continue to accumulate eight (8) hours of sick leave for each full calendar month of service for which they are employed by the City with full pay during said absence for service-connected illness or injury.
- C. Authorized Only When Necessary. Use of sick leave by City employees shall be authorized as follows:
1. Sick leave is not a right which an employee may use at their discretion, but shall be allowed only in cases of necessity and actual sickness or disability, or as authorized in Subsection J below.
 2. For miscellaneous-member employees covered by this MOU, when such an employee's absence is caused by an industrial illness or injury, for which benefits are required to be provided under the State Workers' Compensation Insurance and Safety Act, the City shall pay one hundred percent (100%) of salary for the first three (3) days of such absence and sick leave shall not be debited.
- D. Limit. The maximum total accumulation of sick leave shall be one thousand six hundred (1,600) hours. Sick leave usage of less than a full day shall be charged in minimum increments of one-half (1/2) hour.

For employees who are newly hired from outside the City into classifications represented by the Association following Council approval of this MOU:

1. Maximum accumulation of seven hundred (700) sick leave hours; and
2. Any annual accrual over the seven hundred (700) hours (up to ninety-six (96) hours) would be cashed out into an employee's RHS during the first pay period in January of each year.

- 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 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 they have a certificate from their physicians stating that the employee is able to perform all the duties of their position without qualification. In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year without pay.
- F. Extension by Use of Vacation. After an employee's sick leave has been exhausted, they may be granted permission to take any earned vacation they may have accrued.
- G. Notice. The employee taking sick leave shall notify their immediate supervisor not less than one (1) hour prior to the time they are scheduled to report for duty. If after three (3) consecutive days of sick leave usage and if sick leave abuse is suspected based on articulable facts, an employee may be required to produce a physician certificate verifying that the employee was sick.
- H. Denial. No employee shall be entitled to sick leave with pay while absent from duty because of sickness or injury purposely self-inflicted or caused by willful misconduct for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.
- I. Excess Usage. If sick leave is used in excess of that due and available to an employee, such excess sick leave, will first be deducted from any available compensatory time off benefit; second, from any available vacation leave benefit; third, from any available holiday leave benefits; and finally, will be considered leave without pay.
- J. Personal Necessity Leave (Family Sick Leave per Labor Code section 233). Each employee shall be afforded the opportunity to use up to forty-eight (48) hours of sick leave per calendar year, on a non-cumulative basis. This leave may be used to attend to an illness of a child, parent, spouse, registered domestic partner, grandchild, grandparent, parent in law, or sibling of the employee. It can also be used for a "designated person". A "designated person" is a person identified by the employee at the time they request sick leave. An employee may designate one (1) person per twelve (12) month period. As used in this section, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and "parent" means a biological, foster, adoptive parent, a stepparent, or a legal guardian.

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

of this section only, a “day” shall be defined as the number of hours of work that an employee is required to work according to their specific workday schedule.

K. Payment for Unused Sick Leave.

Definition. All employees hired or appointed into the bargaining unit on or prior to December 20, 2022 (as this section does not apply to employees hired or appointed into the bargaining unit after December 20, 2022), except for those involved in disciplinary termination, shall be entitled to payment under the following provisions:

1. After ten (10) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for one-third (1/3) of the total sick leave benefit credited to their 457 account or cash upon the effective date of such termination, not to exceed a maximum limit of four hundred twenty-seven (427) hours, at the rate of pay in effect on the date of such termination.
 - a. At their option, an employee may convert the above lump sum payment option into the retiree health account fund, held by the SAPOA for the purposes of retiree health insurance or long term care insurance premiums to the extent necessary to provide the employee and their designated eligible dependents, if any, with benefits under the health insurance program maintained by the Association. For unused sick leave benefits had this option not been elected, not to exceed a maximum of six hundred forty (640) hours.
2. After fifteen (15) years of service, employees shall be entitled to one hundred percent (100%) of the amount of unused sick leave benefits credited to their 457 account or cash upon the effective date of separation, up to a maximum of one thousand six hundred (1,600) hours.
3. 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.
4. Upon the death of any retired employee receiving a benefit under this provision, said benefit will continue to be provided through the Association on behalf of said retired employee to their beneficiary.

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

- A. Any relative by blood or marriage who is a member of the employee's household;
- B. A parent, parent-in-law, stepparent, spouse, registered domestic partner, child, brother, stepbrother, sister, stepsister, grandparent, or grandchild of the employee, regardless of residence.
- C. Effective January 1, 2023, an employee (who has worked for the City for at least thirty (30) days) 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 this Section. 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, sick leave, or compensatory time off that is otherwise available to the employee for this purpose. This leave must be used within three (3) months from the date of death of the family member.

11.3 Military Leave.

- A. Proof of Orders and Reinstatements. An employee shall be granted military leave if they furnish the Executive Director of Human Resources or designee satisfactory proof of their orders to report for duty. Upon return and upon showing proof of actual service pursuant to such orders, they will be reinstated as provided in Section 9-143 of the Santa Ana Municipal Code.
- B. Temporary. Members of the reserve forces of the United States, or the National Guard, granted temporary military leave when ordered to duty, in accordance with the Military and Veterans Code and Section 9-144 of the Santa Ana Municipal Code, will be granted leave with pay not to exceed thirty (30) working days in each calendar year after one (1) year's service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

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

11.5 Examination Leave. Employees participating in examinations conducted during their normal working hours for positions in the competitive service of the City of Santa Ana will be granted leave with pay for the time actually required, without loss of any accrued vacation or compensatory time off benefits.

11.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without leave for five (5) consecutive working days shall be deemed a resignation from the service; provided, however, if upon return to duty the person so absenting themselves makes an explanation satisfactory to the Police Chief of the cause of their absence, the Police Chief may restore them to their position, with the City Manager's approval.

11.7 Authorized Absence Without Pay. Absence without pay not to exceed five (5) consecutive working days' may be authorized by the Police Chief. Absence without pay not to exceed fifteen (15) calendar days may be authorized by the department with the approval of the City Manager. Such absences may be authorized only if in the judgment of the Police Chief they serve the best interest of the City.

11.8 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having permanent status plus action by the Police Chief recommending approval of the request, the City Manager may grant a leave of absence for up to six (6) months.

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

11.9 Administrative Leave. The City Manager is authorized to grant, at their discretion, administrative leave with or without pay (without pay if the employee requests) for permanent employees if, in their opinion, such a leave is in the interests of the City.

11.10 Industrial Leave.

A. Each "safety member" employee covered by the provisions of Labor Code Section 4850 who is compelled to be absent from duty because of an illness or injury covered by the State of California Workers' Compensation Insurance and Safety Act shall, in lieu of temporary disability compensation payable under the aforementioned Act, continue to be paid their normal salary and accrue other benefits in accordance with the provisions of Labor Code Section 4850.

B. Any period of time during which an employee is required to be absent from their position by reason of an industrial injury or industrial illness for which they are entitled to receive compensation shall not be considered a break in continuous service for the purpose of their right to salary adjustment or to the accrual of vacation and seniority.

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

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

1. Employees may donate vacation or compensatory time or holiday leave time to the eligible employee. In no event shall sick leave be donated.

2. Employees shall be provided a two (2) week period to submit donations. Donations received after this two (2) week period shall not be processed.

The two (2) week period for each case shall be designated by the Police Chief or their designee as provided herein below. If all previous time donated has been exhausted, the recipient may request a new donation period be designated by the Police Chief or their designee as provided herein below.

3. All vacation, compensatory time or holiday leave time donations must be made in two (2) hour increments. There is no limit on the amount of the donation that can be made.
4. Any authorization of donations not made in accordance with the procedures outlined in Section 11.11(C)(2), will not be processed.
5. All donations shall be irrevocable.
6. In the event the recipient returns to work before leave donations have been exhausted, any balance on the books shall be accrued by the recipient and designated as sick leave and may be used pursuant to Article XI, Sections 11.1(A) through 11.1(K) above.

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

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

C. Procedure.

1. Upon receipt of a valid request for donations from an eligible employee, the Police Chief or their designee shall post a notice of the eligible employee's need for donations on bulletin boards accessible to employees. No confidential medical information shall be included in the posted notice.
2. Employees wishing to donate time to an eligible employee must sign their authorization of the transfer of such donated time and provide:
 - a. Their name, department name, and employee number;
 - b. The number of hours of compensatory, holiday or vacation time of the donation within the limitations of Section 11.11(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 two (2) week donation period, the department shall verify that each donating employee has accrued vacation, holiday and/or comp time balances sufficient to cover the designated donation.
 - 4. The department shall submit all approved donation authorizations for an eligible employee at one time for processing. No donation authorizations for the eligible employee will be processed after this period. However, employees who receive donations under this procedure and who exhaust all donated hours may request an additional donation period subject to the provisions of Section A, herein.
 - 5. The City shall add the donated time to the recipient's sick leave account.
- D. Upon the death of any active employee receiving a benefit under this provision, the City agrees to pay any unused Catastrophic Leave Donations remaining on the books to the surviving beneficiary.
 - E. For those current employees with unused catastrophic leave on the books, the City agrees to convert said unused catastrophic leave to sick leave for use in accordance with the provisions of Article XI, Sections 11.1(A) through 11.1(K) above.

11.12 Assignment Departmental Seniority

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

ARTICLE XII

12.0 EMPLOYEE INSURANCE

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

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

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

Effective upon City Council approval of this MOU, the Association shall provide and administer health benefit plans for employees in accordance with the terms and conditions of the Health Plan Agreement attached as Exhibit C to this MOU.

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

12.2 Retiree Health Contribution.

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

On October 1 of each year, the City shall contribute an amount equal to two percent (2%) of each employee's regular rate of pay of each active employee who is covered by this MOU as of October 1 of each year to a fund maintained by the Santa Ana Police Officers Association for the purpose of providing retiree health insurance premium reduction assistance.

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

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

ARTICLE XIII

13.0 RETIREMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Final compensation will be based on the highest annual average compensation earnable during the 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 covered under the 2.7% @ 57 retirement formula shall pay one-half of the normal cost rate as established each year by CalPERS.

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

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

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

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

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

Final compensation will be based on the highest annual average compensation earnable during the 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 covered under the 2% @ 62 retirement formula shall pay one half of the normal cost rate as established each year by CalPERS

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

- 13.10 Credit for Unused Sick Leave. All sworn and non-sworn employees can have 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, eight (8) hours per day, of unused sick leave (i.e., two hundred (200) days of sick leave equals eight tenths (.8) additional years of service credit), pursuant to regulations prescribed by CalPERS. The maximum total unused sick leave that can be converted shall be two-hundred days (200) eight (8) hours working days equal to one thousand six hundred (1,600) hours. Any accumulated sick leave in excess of one thousand six hundred (1,600) hours shall be forfeited. The City must report only those hours of unused sick leave that were accrued by the employee during the normal course of employment. This section applies to members whose effective date of retirement is within four (4) months or one hundred twenty (120) days of separation from employment. (Government Code Section 20965).

Effective the date of City Council adoption of this 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.

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

Under CCR 571(a), Uniform allowance is defined as “Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing

made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This excludes items that are solely for personal health and safety such as protective vests, pistols, bullets and safety shoes.

ARTICLE XIV

14.0 ASSOCIATION LEAVE

- 14.1 Effective the first full pay period following City Council approval of this MOU, the City agrees to grant full-time release from duty for the Association President subject to the following:
- A. The Association President shall be:
1. Required to attend POST training and maintain qualifications (training, certifications, weapons, etc.) to work as a sworn peace officer;
 2. Eligible to work overtime assignments with prior approval of the Chief of Police;
 3. Required to report to duty in the event of a declared emergency as determined by the Chief of Police; and
 4. Assigned to a 5/40 work schedule and shall report time off usage (vacation, sick, etc.) in accordance with City and department policies and procedures.
- 14.2 The City shall pay the Association President the percentage difference between what the Association President receives in base pay plus other forms of special compensation (with the exception of Employer Paid Member Contribution identified in Title 2 California Code of Regulations Section 571), and four and three-fourths percent (4.75%) over the top step pay of the next higher rank including base pay plus other forms of special compensation available to the next higher rank (with the exception of Employer Paid Member Contribution identified in Title 2 California Code of Regulations Section 571). During the time that an employee is the Association President, it is CalPERS' determination as to whether any form of special compensation being paid to the POA President can be reported as compensation earnable or pensionable compensation. If CalPERS concludes that any form of special compensation cannot be reported as compensation earnable or pensionable compensation it will not be reported. If CalPERS concludes that any form of special compensation can be reported as compensation earnable or pensionable compensation it will be reported.
- 14.3 All employees shall donate one (1) floating holiday annually to pay for the Association President's Leave. The floating holiday, which would otherwise accrue in January, will not accrue so that its value can be used throughout the calendar year to pay for the Association President's Leave.

Per Section 9.3 of this MOU, newly appointed employees who become employees of the

bargaining unit after January 1 must wait six (6) months to receive credit for the floating holiday. As such, for employees hired between January 1 and June 30 of each calendar year, their floating holiday will not accrue, but will be used by the City to pay for Association President's Leave in the same calendar year six (6) months after being hired. Employees hired on or after July 1 will not earn a floating holiday in the same calendar year. These employees will earn their floating holiday six (6) months after being hired. At that time, the floating holiday they would have otherwise accrued will not accrue, but rather be used by the City to pay for Association President's Leave.

For the annual calculation described in Section 14.4, for employees hired between January 1 and June 30, the City will include the eight (8) hours of their holiday leave. For employees hired between July 1 and December 31, since they will not be earning a floating holiday in the year they are hired, the City will not use any hours in the same calendar year hired in calculating the annual value of the floating holiday leave from employees.

14.4 Accounting for Association Representative Leave.

- A. At the end of each calendar year by January 31 of the following year, the City will provide the Association with an accounting of the value of the Association President's Leave used in the prior calendar year. The purpose of this accounting will be to compare the value of the floating holiday leave that was not earned by the employees in the calendar year to the value of the Association President's Leave used by the Association.
- B. In conducting this accounting, the value of the floating holiday leave will be determined by the hourly total cost of each employee (base pay, any additional special pay additives and all employer benefits costs (including, but not limited to, health allowances and employer total cost of retirement – employer normal cost plus Employer Paid Member Contribution) who, in the calendar year, donated their eight (8) hour floating holiday.
- C. In determining the value of the Association President's Leave, the City will take the total cost of the Association President (base pay, any additional special pay additives and all employer benefit costs, including, but not limited to, health allowances and employer cost of retirement – employer normal cost plus Employer Paid Member Contribution) and divide it by two thousand eighty (2,080) hours. That will determine the hourly value of total cost of the Association President's Leave. The City will then review the number of hours of Association President's Leave used and determine the cost of the leave hours used by multiplying the number of leave hours by the hourly value of total cost the Association President. In evaluating the total cost of the Association President, it shall include the cost of all wages and benefits including, but not limited to, health and retirement benefits.

- D. If the value of the floating holiday leave that was donated exceeds the value of the Association President's Leave, the City will issue a check to the Association for the difference in value, which will be used for the Association's general fund. Similarly, if the value of the floating holiday leave that was donated is less than the value of the Association President's Leave, the Association will issue a check to the City for the difference in value. This provision will ensure that employees represented by the Association will pay for the precise cost of the Association President's Leave used in the calendar year.
- 14.5 The Police Chief shall allow on-duty time, up to three (3) days for five (5) board members, once per year, to attend the Peace Officers' Memorial. The Police Chief shall allow on-duty time, up to four (4) days for five (5) board members, once per year, to attend the Fraternal Order of Police ("FOP") training. The Association will pay for all costs for the board members' attendance at said events, including per diem, travel, hotel, etc. If the Memorial or FOP falls on a board member's normal day off, they will not receive on-duty pay for attendance.
- 14.6 The City agrees to grant up to a total of one hundred ninety (190) hours per fiscal year on a non-cumulative basis to enable Association members, officers, worksite leaders/stewards, to conduct union business and assist other bargaining unit employees in processing grievances under the Grievance Review Procedure; provided, however, that such Association members, officers, worksite leaders/stewards, and aggrieved employees shall make advance arrangement with their supervisors prior to absenting themselves for such purpose. The officers, worksite leaders/stewards, and aggrieved employees shall be required by the City to record and report to their supervisors the work time spent in assisting other bargaining unit employees pursuant to this provision of the MOU.

ARTICLE XV

15.0 RESIDENCY

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

ARTICLE XVI

16.0 DISCIPLINE

- 16.1 Any permanent employee covered by this MOU may only be disciplined in accordance with the standards and procedures and subject to all rights of appeal set forth in Santa Ana Municipal Code Sections 9-9, 9-10, 9-118.1, et seq. Any probationary employee covered by this MOU may be disciplined in accordance with the standards and procedures set forth in Santa Ana Municipal Code Sections 9-90, 9-91, 9-118, and subject to review in accordance with the grievance review procedure contained in this MOU.

The City and the Association agree that for suspension, demotion, and termination the employee may appeal imposed discipline to the Personnel Board. However, the employee and the City may by mutual agreement, delegate the hearing of the appeal to a Hearing Officer. The Hearing Officer shall be a neutral individual with training and experience in administrative law and due process who shall conduct an evidentiary hearing and make findings on employee disciplinary appeals. The City will request a list of hearing officers from the State Mediation and Conciliation Service and will jointly strike names to select the hearing officer. The first strike will be determined by a flip of a coin. Such findings and recommendations shall be submitted to the Personnel Board. The Personnel Board shall consider the Hearing Officer's report within sixty (60) days after it is issued. The Personnel Board has the power to adopt, modify or reject the findings and recommendations of the Hearing Officer based upon the record. The City shall pay for the Hearing Officer.

Per Government Code section 3304.5, the Parties also agree that for any form of "punitive action" as defined by the Public Safety Officers' Procedural Bill of Rights not addressed above and which does not result in the loss of property, the appeal of such punitive action is an appeal to the Chief of Police. The Chief's decision following the appeal is the final decision in the City, subject to review in court per Code of Civil Procedure section 1094.5.

- 16.2 In addition, a new section shall be added to the Municipal Code to provide as follows:
- A. In the event an employee is ordered to absent himself from the job based on probable cause and it is subsequently determined by the Police Chief, the City Manager, Personnel Board or a court of competent jurisdiction, that cause did not exist for the ordered absence, the employee shall have restored to them any paid leaves of absence against which such absence may have been charged, and they shall be granted a retroactive leave of absence with pay for the time during which they were prohibited from performing the duties of their position, less any compensation paid to them by the City during such ordered absence unless such employee waives their rights to retroactive pay.
 - B. In the event an employee is reduced, suspended and/or discharged, and upon appeal the City Manager, Personnel Board or a court of competent jurisdiction does not sustain such reduction, suspension, and/or discharge, the employee shall be entitled to their base rate or salary including all additives, vacation, and sick leave as if such unsustained reduction, suspension, or discharge had not been invoked. However, in

no event shall an employee be entitled to any salary or credit for vacation and sick leave for any period of time covered by a suspension sustained on appeal or for any period of time waived by the employee as a condition to the granting of a continuance of any hearing on appeal.

- C. If, during an absence for which an employee is paid pursuant to this Section, they earned any money which they would not have earned had they continued to perform the duties of their position, such sum shall be deducted from the salary otherwise payable to them pursuant to this Section.

16.3 The appeal of performance evaluations shall be subject to a one (1) step appeal to the Chief of Police or City Manager or designee (depending on who made the decision) as determined by the Executive Director of Human Resources or designee. Such requests for appeal shall be submitted in writing to the Executive Director of Human Resources or designee within ten (10) calendar days from the date the employee received the performance evaluation. The Chief of Police or City Manager or designee shall meet with the employee within ten (10) calendar days after submission of the appeal. The Chief of Police or City Manager or designee shall deliver the written response to the employee within ten (10) calendar days after meeting with the employee. The decision of the Chief of Police or City Manager or designee shall be final and binding.

16.4 Employees may be represented by up to two (2) representatives of their choice when entitled to a representative by law (for example, one (1) attorney and one (1) Association representative, or two (2) Association representatives).

ARTICLE XVII

17.0 GRIEVANCE REVIEW PROCEDURE

- 17.1 Definition of Grievance. A grievance shall be defined as a timely complaint by an employee, a group of employees or the Association concerning the interpretation or application of specific provisions of this MOU, or of the rules and regulations governing personnel practices or working conditions of the City; except, however, those matters specifically assigned to the jurisdiction of the City Personnel Board by provisions of the City Charter and the Civil Service Rules and Regulations.

No employee shall suffer any reprisal for filing or processing a grievance or participating in the Grievance Review Procedure.

17.2 Step 1.

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

17.3 Step 2.

- A. A representative of the City shall contact the grievant within ten (10) calendar days of receipt of the Step 2 grievance to determine whether the parties can agree on an arbitrator to hear it. If the parties cannot reach agreement on an arbitrator, the Executive Director of Human Resources or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.

- B. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the list of arbitrators, the arbitrator themselves, and the court reporter shall be split evenly (50% and 50%) between the City and the Association. Once the arbitrator issues their advisory recommendation, the Executive Director of Human Resources or Designee will submit the advisory recommendation to the City Manager.
 - 1. The Arbitrator's Decision: The arbitrator shall issue their advisory recommendation within thirty (30) calendar days from the conclusion of the hearing.
- C. The City Manager's Role: Within thirty-five (35) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send their final written decision to the parties. The City Manager may accept, reject, or modify the arbitrator's advisory recommendation or any part thereof. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the arbitrator's advisory recommendation and the evidence, both documentary and testimonial, and arguments presented at the advisory arbitration.
- D. Right to File in Court: The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6 that provides a ninety (90) day statute of limitations.

17.4 Alleged violations of City Rules, Regulations, and Policies

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

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

ARTICLE XVIII

18.0 DUES DEDUCTION AND INDEMNIFICATION

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

ARTICLE XIX

19.0 CITY RIGHTS

- 19.1 The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law, shall include but not be limited to the following rights:
- A. To manage the City generally and to determine the issues of policy.
 - B. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
 - C. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
 - D. To determine methods of financing.
 - E. To determine types of equipment or technology to be used.
 - F. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
 - G. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
 - H. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
 - I. To relieve employees from duties for lack of work or similar non-disciplinary reason, subject to the provisions of the City Charter, Municipal Code, federal and state law and this MOU.
 - J. To establish and modify productivity and performance programs and standards.
 - K. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in the City Charter and Santa Ana Municipal Code.
 - L. To determine job classifications and to reclassify employees as well as to determine minimum qualifications for entry level classifications.

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

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

ARTICLE XX

20.0 STRIKES AND WORK STOPPAGES

20.1 Prohibited Conduct.

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

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

ARTICLE XXI

21.0 LAYOFFS

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

ARTICLE XXII

22.0 SOLE AND ENTIRE AGREEMENT

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

ARTICLE XXIII

23.0 WAIVER OF BARGAINING DURING THE TERM OF THIS MOU

- 23.1 During the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by the MOU or in the negotiations leading thereto, unless required by specific provisions of this MOU, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

ARTICLE XXIV

24.0 SEPARABILITY PROVISION

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

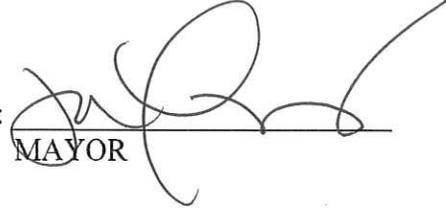
ARTICLE XXV

25.0 TERM OF MOU

25.1 The term of this MOU shall be from January 1, 2023 through December 31, 2023.

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

Dated: 7/20/23

By: 
MAYOR

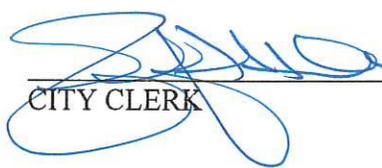
Dated: 7/20/23

By: 
CITY MANAGER

Dated: 07/13/23

By: 
EXECUTIVE DIRECTOR OF HUMAN RESOURCES

ATTEST:


CITY CLERK 

APPROVED AS TO FORM:


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

This MOU has been ratified by the membership of the Santa Ana Police Officers Association.

SANTA ANA POLICE
OFFICERS ASSOCIATION

Dated: July 7, 2023

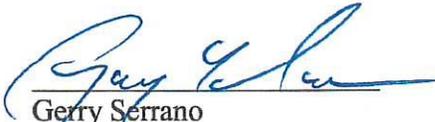
By: 
Gerry Serrano
PRESIDENT

EXHIBIT A

**MONTHLY WAGE RATE SCHEDULE
EFFECTIVE JANUARY 1, 2023 TO JULY 1, 2023**

SWORN CLASSIFICATIONS

JOB TITLE	JOB CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	03200	7,916	8,311	8,727	9,164	9,622
Police Sergeant	03300	9,766	10,254	10,767	11,305	11,871

NON-SWORN CLASSIFICATIONS

JOB TITLE	JOB CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Animal Service Officer I	03920	5,597	5,877	6,172	6,480	6,804
Animal Service Officer II	03930	6,480	6,804	7,145	7,501	7,876
Background Investigator	06170	6,022	6,324	6,639	6,971	7,320
Communications Services Officer	07660	5,463	5,736	6,022	6,324	6,639
Correctional Officer	00310	6,022	6,324	6,639	6,971	7,320
Correctional Supervisor	00370	7,650	8,033	8,435	8,857	9,300
Crime Research Aide	03995	6,355	6,672	7,005	7,355	7,724
Crime Research Analyst	03990	7,215	7,576	7,955	8,352	8,770
Emergency Operations Coordinator	02705	8,435	8,857	9,300	9,766	10,254
Firearms Examiner	07600	7,916	8,311	8,727	9,164	9,622
Forensic Services Supervisor	01360	9,209	9,670	10,153	10,661	11,194
Forensic Specialist I	03970	6,355	6,672	7,005	7,355	7,724
Forensic Specialist II	03980	6,971	7,320	7,687	8,072	8,476
Parking Control Officer	03900	4,716	4,954	5,203	5,463	5,736
Police Athletic/Activities League Assist. Director	03600	5,436	5,708	5,993	6,293	6,607
Police Communications Supervisor	06180	7,501	7,876	8,270	8,684	9,119
Police Community Services Specialist	00780	6,022	6,324	6,639	6,971	7,320
Police Evidence and Supply Specialist	00799	5,543	5,820	6,112	6,417	6,738
Police Evidence and Supply Supervisor	00801	6,112	6,417	6,738	7,075	7,427
Police Investigative Specialist	00790	6,022	6,324	6,639	6,971	7,320
Police Photo/Video Specialist	01100	5,877	6,172	6,480	6,804	7,145
Police Property and Evidence Supervisor	00800	6,112	6,417	6,738	7,075	7,427
Police Recruit	03870	6,293	6,607	6,937	7,285	7,650
Police Service Officer	03800	5,463	5,736	6,022	6,324	6,639
Police Services Dispatcher	03680	6,172	6,480	6,804	7,145	7,501
Rangemaster	03820	5,463	5,736	6,022	6,324	6,639
Senior Parking Control Officer	01270	5,203	5,463	5,736	6,022	6,324
Traffic Services Specialist	00860	6,022	6,324	6,639	6,971	7,320

MONTHLY WAGE RATE SCHEDULE
EFFECTIVE JULY 2, 2023

SWORN CLASSIFICATIONS

JOB TITLE	JOB CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	03200	8,153	8,560	8,989	9,439	9,911
Police Sergeant	03300	10,059	10,562	11,090	11,644	12,227

NON-SWORN CLASSIFICATIONS

JOB TITLE	JOB CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Animal Service Officer I	03920	5,765	6,053	6,357	6,674	7,008
Animal Service Officer II	03930	6,674	7,008	7,359	7,726	8,112
Background Investigator	06170	6,203	6,514	6,838	7,180	7,540
Communications Services Officer	07660	5,627	5,908	6,203	6,514	6,838
Correctional Officer	00310	6,203	6,514	6,838	7,180	7,540
Correctional Supervisor	00370	7,880	8,274	8,688	9,123	9,579
Crime Research Aide	03995	6,546	6,872	7,215	7,576	7,956
Crime Research Analyst	03990	7,431	7,803	8,194	8,603	9,033
Emergency Operations Coordinator	02705	8,688	9,123	9,579	10,059	10,562
Firearms Examiner	07600	8,153	8,560	8,989	9,439	9,911
Forensic Services Supervisor	01360	9,485	9,960	10,458	10,981	11,530
Forensic Specialist I	03970	6,546	6,872	7,215	7,576	7,956
Forensic Specialist II	03980	7,180	7,540	7,918	8,314	8,730
Parking Control Officer	03900	4,857	5,103	5,359	5,627	5,908
Police Athletic/Activities League Assist. Director	03600	5,599	5,879	6,173	6,482	6,805
Police Communications Supervisor	06180	7,726	8,112	8,518	8,945	9,393
Police Community Services Specialist	00780	6,203	6,514	6,838	7,180	7,540
Police Evidence and Supply Specialist	00799	5,709	5,995	6,295	6,610	6,940
Police Evidence and Supply Supervisor	00801	6,295	6,610	6,940	7,287	7,650
Police Investigative Specialist	00790	6,203	6,514	6,838	7,180	7,540
Police Photo/Video Specialist	01100	6,053	6,357	6,674	7,008	7,359
Police Property and Evidence Supervisor	00800	6,295	6,610	6,940	7,287	7,650
Police Recruit	03870	6,482	6,805	7,145	7,504	7,880
Police Service Officer	03800	5,627	5,908	6,203	6,514	6,838
Police Services Dispatcher	03680	6,357	6,674	7,008	7,359	7,726
Rangemaster	03820	5,627	5,908	6,203	6,514	6,838
Senior Parking Control Officer	01270	5,359	5,627	5,908	6,203	6,514
Traffic Services Specialist	00860	6,203	6,514	6,838	7,180	7,540

EXHIBIT B

UNIFORM ALLOWANCE BY CLASSIFICATION

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

EXHIBIT C

HEALTH PLAN AGREEMENT

by and between
The City of Santa Ana
and
The Santa Ana Police Officers Association

IN CONSIDERATION OF the mutual covenants, promises, and conditions set forth herein below and pursuant to Article XII of the Parties' 2023 Memorandum of Understanding ("MOU"), the City of Santa Ana ("City") and Santa Ana Police Officers Association ("Association") agree as follows:

1. The term of this Agreement shall begin on January 1, 2023.
2. Employees' required contributions towards health plan premiums shall be determined by the Association. To the extent that the Affordable Care Act ("ACA") is still the law, such employee contribution must fall below such threshold in order to meet the ACA's affordability threshold under the Federal Poverty Line Safe Harbor. This means that the employee's required contribution toward premiums for the lowest cost plan that offers minimum essential coverage shall not exceed nine and twelve hundredths percent (9.12%) (or the applicable percentage set by the ACA for the year) of the monthly Federal Poverty Line for a single individual that is in effect during the six (6) months prior to the start of the plan year (For example, in 2023, the monthly Federal Poverty Line for a single individual is one thousand one hundred thirty-two dollars and fifty cents (\$1,132.50); nine and twelve hundredths percent (9.12%) of one thousand one hundred thirty-two dollars and fifty cents (\$1,132.50) is one hundred three dollars and twenty-eight cents (\$103.28). This means that an employee's required contribution toward the lowest cost plan for 2023 must not exceed one hundred three dollars and twenty-eight cents (\$103.28).). For employees who are on approved Family Leave pursuant to applicable law, the Association shall continue to pay health insurance premiums to the same extent the City would be required under applicable law or as long as the employee is considered full-time for Internal Revenue Service's ("IRS") ACA reporting by the City.

3. The City shall contribute to the Association medical insurance trust fund the following amounts for provision and administration of health and related benefits:

The City shall contribute toward health benefits (including medical, dental, and long-term disability insurance benefits) one thousand five hundred seventy-five dollars (\$1,575) per month for each actively employed enrollee member of the bargaining unit.

- a. Employees are not entitled to cash out any of the one thousand five hundred seventy-five dollars (\$1,575) per month.
- b. The Association shall ensure that for purposes of the ACA's affordability determination, the portion of the one thousand five hundred seventy-five dollars (\$1,575) that makes the lowest cost plan affordable under the Federal Poverty Line Safe Harbor is applied only to health premiums and cannot be applied to other

insurance.

4. The Association shall maintain a medical insurance trust fund for the sole purpose of providing and administering health/dental/long-term disability benefit plans, which may include medical prescriptions, vision care, and/or long-term disability insurance, (“Health Benefit Plans”), for employees in the bargaining unit. Said medical insurance trust fund shall be administered by medical insurance trustee(s) designated by Association. Funds in said medical insurance trust shall not be co-mingled with other Association funds. It is intended that the administration of the Health Benefit Plans by the trust fund shall not survive the expiration of this Agreement without mutual written consent of the Parties.
5. Beginning with the calendar year ending December 31, 2023 and every year thereafter, the City shall reduce future monthly contributions towards health benefits for any excess fund balance being held in the Trust as of December 31. “Excess fund balance” shall be defined as any amount that exceeds four (4) times the total insurance premiums minus the employee's share of the premium contribution paid for the month of December for the year just ended. The amount of the “excess fund balance” shall be determined following completion of an annual audit conducted by auditors that are agreed to by the City and the Association of the Association Medical Insurance Trust. Once the “excess fund balance” is determined for the prior calendar year, the City shall reduce its monthly contribution for the next six (6) months by one-sixth (1/6) of the “excess fund balance”. The application of these reductions for “excess fund balance” will begin to occur thirty (30) days after completion of the final audit report (e.g., if the determination of the “excess fund balance” occurs in February, then starting in March).
6. Health Benefit Plans provided through the medical insurance trust fund shall be made available by the Association to all employees in the bargaining unit. Employees must sign a written authorization for deductions. Annual predetermined rate increases shall be automatically adjusted with the approval of the Association, without a requirement for new payroll deduction forms.
7. The level of benefits for each type of plan shall be substantially similar to those provided to employees not represented by the Association under the Public Employees’ Medical & Hospital Care Act (“PEMHCA”) that governs the California Public Employees’ Retirement System (“CalPERS”) Health Insurance programs during the twelve (12) month period immediately preceding this Agreement.
8. Health Benefit Plans must receive prior approval from the Executive Director of Human Resources or designee whose approval shall not be unreasonably withheld. Group policies must be designated as such in the California Insurance Code and issuance must be lawful in this state. The Association shall offer health plans that constitute minimum essential coverage and provide minimum value under the ACA’s employer shared responsibility provisions. The Association shall not offer reimbursement of premiums for health coverage obtained through Covered California, as this constitutes an impermissible employer payment plan under the ACA.
9. All costs of providing and administering the Health Benefit Plans shall be the sole

responsibility of the Association. The City shall not be responsible for any cost of providing or administering said plans in excess of the amounts specified in this Agreement. The use of City contributions to cover the administrative costs of the program shall not exceed fifty thousand dollars (\$50,000) during calendar year 2023. Each calendar year thereafter, the maximum amount of administrative costs funded using City contributions will be adjusted by the annual percentage change in the Medical Care Services Consumer Price Index (“CPI”) for all urban consumers as of November for the preceding year (i.e., the 2024 administrative fee will be adjusted by the annual change in CPI between November 2022 and November 2023). Administrative costs are defined as costs incurred as a result of administering said plans exclusive of premium payments. The City shall continue to take deductions from employees’ pre-taxed earnings in accordance with Article XII of the parties’ 2023 Memorandum of Understanding.

10. The Association will be responsible for ensuring that best investment practices shall be used in accordance with applicable laws and regulations when investing the Trust’s funds.
11. The Association will be responsible for all accounting practices relating to the disbursement of all trust funds. Accounting practices will be in accordance with industry standards.
12. Upon completion of the annual audit, the Association shall provide the City with a copy of the annual audit within thirty (30) days of the report’s issuance. The annual audit report shall include actual cost of Health Benefit Plan premiums, total amount of contributed funds spent on all plans, and details of how all remaining contributed funds are spent or administered. As used in this Agreement, “remaining contributed funds” means any part of the City’s contribution that has not been spent on health benefit premiums. All books and records related to the administration and provision of such plans shall be available to audit and/or inspection by the City upon request and a thirty (30)-day notice.
13. All regular and probationary full-time employees in classifications represented by the Association and members of the Association shall be eligible and offered an opportunity to enroll in the Association plan options. No employee shall be eligible for City-provided Health Benefit Plans unless they are not a member of the Association.
14. The Association shall have an open enrollment at least once a year.
15. The waiting period for Health Benefit Plan coverage may not exceed sixty (60) days.
16. The Association may not terminate its Health Benefit Plans during the term of this Agreement. If the Association or health provider terminates Health Benefit Plan coverage, the City will terminate its contribution for the medical benefit trust fund thirty (30) days prior to plan termination unless the Association provides a suitable replacement plan approved by the Executive Director of Human Resources or designee whose approval shall not be unreasonably withheld.
17. Employees eligible for coverage under an Association plan as a result of change of City representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents. Employees eligible

for coverage under a City health plan as a result of change of City representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents.

18. In the administration and provision of health care plans, the Association shall comply with COBRA, HIPAA, ACA, and all other applicable state and federal laws and regulations to the same extent the City would be required to comply.
19. Association shall comply with all laws applicable to health and welfare benefit, and/or medical or similar benefit, trust funds and the administration and management thereof.
20. The Association shall take all steps necessary to ensure the confidentiality of Health Benefit Plan user information.
21. Except as provided below, plan eligibility shall terminate at the end of the calendar month in which any of the following occur:
 - a. Employee terminates. However, this will not interfere with a former employee's right to continue insurance coverage at their option as provided for under law.
 - b. Change of bargaining unit.
 - c. Disenrollment of a dependent (for the dependent).

However, upon any of the above occurrences, if the employee would still be reported to the IRS as full-time under the ACA, then that employee's Plan eligibility shall continue until the end of the stability period as reported by the City, or until coverage by the new City representation unit begins, whichever comes first.

22. The provisions of this Agreement shall not be subject to the grievance and arbitration provisions of the Parties' separate Memorandum of Understanding.
23. The Association shall defend, indemnify and hold the City harmless from any claims or legal action arising out of, or in any way related to, Health Benefit Plans administered and/or provided pursuant to this Agreement, including any IRS penalties assessed as a result of the ACA's employer shared responsibility provisions. This obligation shall not arise with respect to any claim or legal action brought by Association or employees concerning coverage overlap between the respective City and Association plans.
24. This Agreement is the entire, integrated agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and discussions. The Parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the Parties to this Agreement.
25. This Agreement shall not be construed in favor or against any party, regardless of which party drafted or participated in the drafting of its terms.

26. The parties agree to reopen negotiations if any of the following occurs:
- a. If changes to the ACA occur which modify this Agreement, including additions or potential repeal;
 - b. If there are other legislative changes that modify this Agreement.