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JULY 1, 2022 THROUGH JUNE 30, 2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ANA

AND

CONFIDENTIAL ASSOCIATION OF THE CITY OF SANTA ANA

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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 Confidential Association of Santa Ana (hereinafter called “CASA” or “Association”) as the majority representative of the bargaining unit which includes all full-time employees employed by the City of Santa Ana in classifications heretofore designated as “confidential” and which are listed in Exhibit A of this Memorandum of Understanding (“MOU”).
- 1.2 Notwithstanding the following provisions of this MOU, the parties agree that they have intended nothing herein to entitle, alter, or award Civil Service rights or privileges to any employee represented by CASA who is in the Excepted (Exempt) Service of the City of Santa Ana.
- 1.3 During the term of this MOU, no substantive issue of representation shall be raised contrary to this MOU except as provided in this MOU or in Resolution No. 81-75, the Employer-Employee Relations Resolution of the City of Santa Ana.
- 1.4 The term “employee” or “employees” as used herein shall refer only to full-time CASA employees of the City.
- 1.5 It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and employees covered by this MOU. It sets forth the full and entire understanding reached in good faith negotiations regarding the wages, hours, and terms and conditions of employment of employees covered by this MOU, which the parties intend to submit jointly and recommend for approval to the City Council.

## **ARTICLE II**

### **2.0 NON-DISCRIMINATION CLAUSE**

- 2.1 The City and CASA agree that they shall not discriminate against any employee in violation of State and Federal law. The City and CASA shall reopen any provision of this MOU for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with State or Federal anti-discrimination laws.

## **ARTICLE III**

### **3.0 IMPLEMENTATION**

- 3.1 The parties agree that this MOU shall not be binding upon the parties until the City Council:
  - A. Acts, by majority vote, to formally approve this MOU; and
  - B. Acts to appropriate the necessary funds required to implement the provisions of this MOU that require funding.
- 3.2 Notwithstanding the foregoing, in the event the City Council fails to take all actions necessary to implement this MOU in a timely manner, the parties understand that they may mutually agree to implement appropriate provisions of this MOU that do not require specific approval by the City Council.
- 3.3 Implementation shall be effective as of the date the MOU is formally approved by the City Council. If the parties fail to agree to implement provisions of this MOU not requiring City Council approval, then negotiations shall resume upon the request of either party.

## ARTICLE IV

### 4.0 ATTENDANCE, WORKDAY & WORKWEEK

- 4.1 Attendance. Employees shall be in attendance at their work during hours prescribed by the Department Head or their designee(s) and shall not absent themselves without approval of the Department Head or their designee(s).
- 4.2 Hours of Work. Eight (8) hours of work shall constitute a normal workday and forty (40) hours of work shall constitute a minimum workweek, except for employees for whom special schedules have been approved by the City Manager.
- A. 4/10 Work Schedule. The Department Head, with the approval of the City Manager, may assign employees to a workweek consisting of four (4) ten (10) hour days with an additional one-half (1/2) or one (1) hour for unpaid lunch, as negotiated with CASA. The assigned employee shall work four (4) ten (10) hour days and shall have three (3) consecutive days off in a workweek. Upon mutual agreement between the supervisor and employee, the employee may waive their right to three (3) consecutive days off in a workweek. The regular workweek shall consist of forty (40) hours. A regular day off shall consist of ten (10) hours.
- B. 9/80 Work Schedule. The work schedule described below is known as the “9/80” work schedule. The “9/80” work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (“FLSA”). In the event that there is a conflict with the current rules, practices, and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern.

Employees shall be permitted to work a “9/80” work schedule when authorized by the Department Head and approved by the City Manager. A departmental work unit shall not be permitted to work this schedule if in the discretion of the Department Head and City Manager, the “9/80” work schedule may reduce service to the public.

1. “9/80” Work Schedule Defined. The “9/80” work schedule shall be defined as working eighty (80) hours over nine (9) days in a two (2) week period. An employee shall work eight (8) days for nine (9) hours per day and one (1) day for eight (8) hours, excluding a one (1) hour lunch during each work shift, totaling forty (40) working hours in each FLSA work week.
- a. The Work Week Period. The forty (40) hour FLSA work week period shall be defined as the work period starting from Friday at mid-shift to Friday at mid-shift. No employee working the “9/80” work schedule shall be able to flex their Friday start time nor the time they take their lunch break, which shall occur in the middle of the day on Fridays.

- b. The 9/80 Work Period. The “9/80” two (2) week work period for employees starts Friday mid-shift and continues for fourteen (14) days until Friday mid-shift. During this period, each week is made up of four (4) nine (9) hour work days (thirty-six (36) hours) and one (1) four (4) hour Friday for a total of forty (40) work hours in each work week (e.g., the Friday is split into four (4) hours for the first shift, which is charged to work week one, and four (4) hours for the second shift, which is charged to work week two).
- c. Work Schedule Changes. Employees shall not be permitted to change their work schedules without prior approval of their supervisor and Department Head.
- d. Modifications of the FLSA Work Week. Modifications of the FLSA work week period are not permitted unless authorized by the Executive Director of Human Resources and the City Manager.
- e. Emergencies. All employees on the “9/80” work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions that, in the opinion of the City Manager, Department Head, or designee, may require such service from any of said employees.

4.3 9/80 Schedule Hardship Claims. Any employee having been authorized to work the “9/80” work schedule who subsequently encounters a personal hardship with their work hours may request an accommodation from their Department Head. A “hardship request” shall be limited to an employee’s authorized hours of work. An accommodation shall be considered only after the employee has exhausted all other personal options to resolve the hardship.

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

- A. Approve an appropriate flex schedule that does not disrupt the department’s ability to deliver its services or that does not create disruption in the work unit; or
- B. Deny the employee’s proposed solution to resolve the hardship; or
- C. Reassign the employee to a 5/40 work schedule.

The Department Head may accept any one of the manager’s recommendations or advance their own to resolve the hardship.

- D. Hardship Claims. The following process shall apply to employees on a 9/80 schedule with hardship concerns:



1. Employees shall be required to explore and exhaust all personal options to resolve the hardship. The employee's efforts to resolve their personal situation must be explained on the form.
2. An employee claiming an ongoing hardship due to the 9/80 work schedule should submit a hardship claim form to the Department Head through their manager. The Department Head may authorize an accommodation after reviewing the claim or may assign a manager to investigate and recommend a resolution.
3. If, according to the employee, the hardship claim was not resolved through the Department Head's recommendation, the employee may submit the claim form to the Human Resources Department. A Hardship Committee shall be established to assist in the resolution of hardship claims and meets on an as-needed basis. The Hardship Committee will review the claim and make a recommendation to the Department Head.
4. Hardship claims due to health reasons, either the employee's or a dependent's, must be supported by medical verification signed by the employee's or dependent's private physician.
5. In cases where a hardship exists, as determined by the Hardship Committee, efforts will be made to identify alternatives with due regard to the employee's request but, with particular concern to the needs of the department. The Department Head has final approval on any work schedule adjustment.
6. If transferred or reassigned to a different department and a hardship continues, a new hardship claim must be filed with the new Department Head.
7. It is the employee's responsibility to notify their supervisor if the hardship terminates and return to the normal 9/80 work schedule.

Inconvenience or preference does not constitute a hardship.

## ARTICLE V

### 5.0 SALARIES

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

5.2 Salary Schedule. The basic salary schedule contains numerous salary rate ranges, each comprised of six (6) steps or rates of pay.

The steps within each rate range are identified by the letters “AA” through “E” inclusive, with Step “AA” being the lowest step in the range.

Step “AA” is the normal beginning pay rate.

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

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

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

The assignment of classifications to salary rate ranges is listed in Exhibit A of this MOU and the City’s salary schedule, as periodically updated and published by the City.

5.3 Salaries.

A. Effective the first full pay period following Council adoption of this 2022-2025 MOU, classifications represented by this MOU shall receive a base salary increase of three percent (3%).

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

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

D. All active employees in the Association as of City Council approval of this 2022-2025 MOU will receive a lump sum payment of three thousand three hundred dollars (\$3,300.00) effective the first full pay period following City Council approval of this 2022-2025 MOU.

E. During the term of this 2022-2025 MOU, it is the City's intent to move from twenty-four (24) to twenty-six (26) pay periods. The parties acknowledge and agree that a change in the number of pay periods is a meet and confer issue. Once the City is ready to move forward, it will provide its proposal to the Association and the parties agree to promptly meet and confer on the issue. The parties acknowledge that such a change will require modification to language in several provisions of this 2022-2025 MOU.

5.4 Application of Basic Compensation Plan. The salary rate ranges discussed in Section 5.2 are monthly salary rate ranges. All employees working in classifications 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. The regular rate of pay shall be computed as provided for by the FLSA.

Any hourly rate of pay, defined as the regular hourly rate of pay, shall be computed by dividing the monthly salary rate plus any applicable premiums 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 an even one-half (1/2) cent shall fix the rate at the next higher whole cent.

5.5 Probation. Except for employees in the Excepted Service as defined by the City Charter, and employees re-employed from re-employment lists, the probationary period shall be one (1) year from the date of appointment from an open eligible list (new hire) or a reappointment eligible list (rehire) and six (6) months from the date of appointment from a promotional eligible list. Effective the date of City Council adoption of this 2022-2025 MOU, the probationary period shall be one (1) year from the date of appointment from an open eligible list (new hire), reappointment eligible list (rehire), and promotional eligible list.

5.6 Beginning Rates. A new employee shall be paid the rate shown as Step "AA" in the salary rate range allocated to the classification of employment for which they have been hired. In special instances where such new employee possesses unique and exceptional educational training and/or experience qualifications, the Department Head, under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on Step "A," "B," "C," "D" or "E" within the allocated salary rate range, provided that such employee shall be assigned such salary step upon the commencement of their service in the classification of employment to which the salary rate range applies and such assignment having once been made shall remain in effect until the employee shall be entitled to advance to the next salary step in accordance with the provisions of this Article.

5.7 Service. The word "service" as used in this MOU shall be deemed to mean continuous, full-time service in the classification in which the employee is being considered for salary advancement, service in a higher classification, or service in a classification allocated to the same salary rate range and having generally similar duties and requirements. Employees hired after the first (1st) 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, quit, or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purposes of this MOU, and such employee reentering the service of the City shall be considered as a new employee, except when they are being or will be reappointed as provided in the Santa Ana Municipal Code Section 9-114 within one (1) year and placed in the same salary step in the appropriate salary rate as they were at the time of termination of employment. “Resignation, quit, or discharge” for purposes of this section shall mean separating from full-time City employment altogether, not leaving one (1) position to accept appointment to another position in an unrelated classification outside the career ladder.

5.8 Advancement within Ranges.

- A. Length of Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee shall be advanced from Step “AA” to Step “A,” from Step “A” to Step “B,” from Step “B” to Step “C,” or from Step “C” to Step “D,” whichever is the next higher step to that on which the employee has been previously paid, effective the first day of the month following the date of completion of the length of service required for such advancement as provided in Section 5.2.

Effective the first full pay period following City Council approval of this 2022-2025 MOU, the effective date of the step increase, shall be the first (1st) day of the pay period following the date of completion of the length of service required.

- B. Merit Advances. An employee shall be considered for advancement from Step “D” to Step “E” upon the completion of the required length of service as provided in Section 5.2; the effective date of such merit increase, if granted, shall be on the first (1st) day of the month following the completion of such required length of service. Advancement to Step “E” may be granted only for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of their position.

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

Such merit advancement shall require the following:

1. There shall be on file in the office of the Executive Director of Human Resources a copy of each periodic performance appraisal report required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to their last salary advancement.

2. The Department Head, at least twenty (20) calendar days, prior to the anticipated completion of such employee's required length of service, shall file with the City Manager a statement recommending the granting or denial of the merit increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified by the Department Head as to such recommendations and of the reasons therefore.
3. No advancement in salary above Step "D" shall become effective until approved by the City Manager, except when placement on a salary step above Step "D" results from promotion under the provisions of Section 5.10 of this Article.
4. Notwithstanding the foregoing provisions of this subsection to the contrary, a merit "E" step advance shall be automatically granted ninety (90) days after the due date if no performance appraisal is completed, the effective date of such merit step advance shall be retroactive to the first (1st) day of the month following the completion of the required length of service.

Effective the first full pay period following City Council approval of this 2022-2025 MOU, the effective date of such merit step advancement shall be retroactive to the first full pay period following the completion of the required length of service.

- C. Length of Service Required When Advancement Denied. When an employee has not been approved for advancement to merit Step "E," they may be reconsidered for such advancement after the completion of three (3) months of additional service and shall be reconsidered for such advancement after the completion of six (6) months of additional service. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Sections 5.8(B)(2) and 5.8(B)(3).
- 5.9 Reduction in Salary Steps. Any employee who is being paid at merit Step "E" may be reduced to Step "D" of the appropriate salary range, upon the recommendation of the Department Head, and the approval of the City Manager. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 5.8, and such employee may be considered for re-advancement under the same provisions as contained in Section 5.8(C).
- 5.10 Promotional Salary Advancement. When an employee is promoted to a position in a higher classification from a position in a lower classification in the same occupational career ladder, they shall be reassigned to Step "AA" in the appropriate salary rate range for the higher classification; provided, however, that if the base salary step currently being paid such employee is already equal to or higher than Step "AA," they shall be placed in the lowest step in the appropriate salary rate range as will grant that employee a minimum increase of five percent (5%) over their current base salary step, inclusive of lead pay, and exclusive of any other assignment or special pay additive or additives such as bilingual pay, shift differential, special skill pay or the like, except when placement at "E" step will not be sufficient to provide a five percent (5%) increase.

5.11 Demotion. When an employee is demoted to a position in a lower classification, their salary rate shall be fixed in the appropriate salary rate range for the lower classification in accordance with the following provisions:

- A. The salary rate shall be reduced by at least one (1) salary step (approximately five percent (5%)).
- B. The new salary rate must be within the appropriate salary rate range.
- C. The new salary rate shall not be higher than the salary step to which the employee would have been entitled had their service time in the higher classification been spent in the lower classification.
- D. If the salary rate recommended by the Department Head is lower than the maximum step permissible under Section 5.11(C), such recommendation shall be considered a reduction in pay in addition to the demotion and shall be handled in accordance with the provisions for salary reductions in Section 5.9.

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

5.13 Request for Classification Review. Any employee who, for a continuous period exceeding six (6) months, believes they are regularly and consistently performing duties and/or responsibilities not in conformance with their classification concept or, duties and/or responsibilities of another classification, may request a classification review of their position through their supervisor to the Department Head. The employee must submit their request on a form specified by the Executive Director of Human Resources, outlining in writing how they believe their current duties and/or responsibilities differ from their classification concept.

- A. The Department Head shall review the employee's submitted request and within sixty (60) days shall make one of the following determinations:
  - 1. Will support the employee's request.
    - a. If the Department Head supports the employee's request for a classification review, they shall forward the request to the Executive Director of Human Resources along with justification for support of the employee's request.
    - b. The Department Head shall notify the employee that their request has been submitted to the Executive Director of Human Resources.
  - 2. Will not support the employee's request.

- a. If the Department Head does not support the employee's request for a classification review, they shall notify the employee of this decision in writing and set forth the basis for the decision.
  - b. If the Department Head does not support the employee's request, but agrees that some of the duties and/or responsibilities being performed by the employee are those of a higher level City classification, they can do the following:
    - i. Return the employee to performance of the duties and/or responsibilities of their proper classification.
    - ii. Eliminate the higher duties and/or responsibilities being performed by the employee, for which the City has agreed are those for which it shall provide higher compensation.
- B. Any employee request for classification review approved by the Department Head shall be forwarded to the Executive Director of Human Resources. The Executive Director of Human Resources shall confirm receipt of the request in writing to the employee. Within sixty (60) days of receipt of the request, the Executive Director of Human Resources shall notify the employee and Department Head of the decision as to whether a study will be conducted. If the Executive Director of Human Resources determines that a study is appropriate, the Executive Director of Human Resources shall so notify the employee and the Department Head in writing and shall provide the employee and Department Head with an approximate start date for the study.
- C. All determinations of the Department Head and the Executive Director of Human Resources are final.
- D. All studies and study findings shall require City Manager approval before proceeding.
- E. All recommendations resulting from study findings require the approval of the City Council and shall be implemented in accordance to the City's Civil Service rules.

## ARTICLE VI

### 6.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES

#### 6.1 Assignment Pay Differential.

Assignment pay differentials, as listed herein and throughout the MOU, shall, 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. Employees who are assigned by a Department Head, with the prior approval of the City Manager, to a position requiring the ability to take dictation at a rate of seventy (70) words per minute or better on a regular basis or as an essential or integral element of the work of the position, shall be paid a monthly differential of sixty dollars (\$60) above their then current base monthly salary step for each full month of such assignment.
- B. Full-time incumbents who are required by a Department Head or their designee to perform the duties of a Notary Public for the City, in addition to regular duties, shall be paid a monthly pay premium of forty dollars (\$40) above their then current base monthly salary step.

#### 6.2 Lead Pay. Incumbents who are regularly and continuously assigned to lead a functional unit which includes two (2) or more positions in the same or lower classifications as the incumbent may be compensated for such duties upon mutual agreement of the City and CASA and approval of the Department Head and the Executive Director of Human Resources. This compensation shall be referred to as "lead pay" and shall be calculated at a rate five percent (5%) above the employee's then current base salary step.

In addition, incumbents who are regularly and continuously assigned to perform lead supervisory responsibilities shall receive lead pay compensation at a rate five percent (5%) above their then current base monthly salary step.

#### 6.3 Bilingual Pay. An employee who is assigned by a Department Head or their designee to a position requiring bilingual capability in both English and either Spanish, Samoan, Vietnamese, or other languages designated by the City Manager, shall be paid a monthly assignment pay differential in accordance with the criteria and amounts set forth below:

- A. The employee must be certified by the Executive Director of Human Resources, or their designee, as having satisfactorily demonstrated conversational fluency in both English and the second language for any position requiring bilingual capacity.
- B. Positions where it has been determined by the Department Head that bilingual proficiency is essential to carry out duties and responsibilities of a critical and/or emergency nature without ready access to backup assistance, or positions where bilingual public contact is a major, essential or integral element of the work being



performed, shall be designated as Primary Bilingual Assignments. A qualified incumbent of such position shall be paid a monthly differential of one hundred seventy-five dollars (\$175) above their then-current base monthly salary step.

- C. Positions where it has been determined by a Department Head that regular and frequent bilingual usage is necessary to the performance of duties, but not a major, essential or integral element of the work, shall be designated as Secondary Bilingual Assignments. A qualified incumbent of such position shall be paid a monthly differential of forty dollars (\$40) above their base monthly salary step for each full month of such assignment.
- D. The number of such Primary and/or Secondary Bilingual Assignments shall be no larger than the requirements of the department as determined by the Department Head and the City Manager.
- E. Employees who receive bilingual assignment pay at the time this 2022-2025 MOU is adopted by the City Council shall recertify their bilingual capability every three (3) years with the first recertification conducted beginning in July 2025. Employees who do not successfully pass required recertification examinations shall have their bilingual assignment pay removed. Unsuccessful employees may retake the required certification exam every three (3) months.
- F. Employees who are initially certified for bilingual assignment pay after this 2022-2025 MOU is adopted by the City Council shall recertify their bilingual capability every three (3) years after the date of initial certification. Employees who do not successfully pass required recertification examinations shall have their bilingual assignment pay removed. Unsuccessful employees may retake the required certification exam every three (3) months.
- G. All assignments to positions set forth in this Article shall be made or revoked at the discretion of the Department Head.
- H. If the City modifies the amount of bilingual pay for any other bargaining unit during the term of this MOU, CASA agrees to form a Joint Labor Management Team with the City to review bilingual pay provisions and assignments (see also Section 21.3).

#### 6.4 Shift Differential.

- A. Generally. An employee 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., shall be paid a shift differential for their entire work shift at a rate set five percent (5%) higher than their then-current base monthly salary step.
- B. Standby Pay. Employees who are released from active duty but who are required by their department to leave notice where they can be reached and be available to return to active duty when required by the department at any time other than their regularly scheduled working hours, shall be said to be on standby duty. Such

employees shall receive two hundred dollars (\$200) per week when assigned to be on standby duty.

- 6.5 Acting Pay. Acting pay shall be defined as the temporary assignment of an employee to perform work of a job class which is assigned to a higher salary schedule than their regular job class. An employee who is temporarily appointed by the Executive Director to serve in an acting capacity for two (2) weeks or more and who is responsible for the full range duties and responsibilities assigned to the higher level classification, shall receive a five percent (5%) increase or the minimum salary of the higher level classification (whichever is higher) for all time worked in the higher job classification.
- A. Employees temporarily assigned to serve in an acting capacity of a supervisor or manager classification for two (2) weeks or more and who is responsible for the full range of duties and responsibilities assigned to the supervisor or manager position shall receive a ten percent (10%) increase above their base salary step or the minimum salary of the supervisor or manager classification (whichever is higher) for all time worked in the higher job classification.
  - B. An employee must be qualified (i.e. meet the minimum qualifications) for the higher position in order to be paid for acting pay. The determination of those persons qualified for work in higher rated classifications shall be established and determined by the Executive Director of Human Resources or designee.
    - 1. The Executive Director of Human Resources or designee's determination is final and binding and shall not be appealable.
  - C. Non-permanent employees (probationary, seasonal, temporary, limited-term, etc.) shall not be eligible for acting pay.
  - D. In computing qualifying service rendered, only full-days shall be computed for acting pay, and partial days shall not be combined to make full days.
  - E. Each assignment may be terminated at any time, but in no event shall such assignment continue beyond one hundred and eighty (180) calendar days or nine hundred and sixty (960) hours each fiscal year, whichever comes first.
- 6.6 Confidential Premium - An employee who is routinely and consistently assigned to sensitive positions by a Department Head, involving labor negotiations which require trust and discretion, in accordance with Government Code section 3507.5, will be paid at a rate set two and one-half percent (2.5%) above their then current base monthly salary step.
- 6.7 All assignments of personnel to positions set forth in Sections 6.1 through 6.6 above shall be made or revoked at the discretion of the Department Head.
- 6.8 Career Development Incentives. Employees hired in a classification which requires a specialized certificate as a prerequisite to hiring, either upon appointment or by the time of the employee's passage of probation ("regular appointment"), shall not be eligible for career incentive pay for that prerequisite certificate. However, they shall be eligible for

career incentive pay for any other certificates approved for their classification. In no event shall the application of this Career Development Incentive provision result in an individual being eligible to earn more than twelve and one-half percent (12.5%) above their current monthly base salary step.

## ARTICLE VII

### 7.0 OVERTIME

7.1 General Policy for Overtime Work. When it shall be determined to be in the public interest for employees to perform overtime work, or in an emergency situation, the City Manager, the Department Head, or a duly authorized representative of the City Manager or the Department Head, may require an employee to perform overtime work.

7.2 Definition. Overtime work for those on a 5/40 work schedule is defined as:

A. That authorized or required time worked in excess of the normal workday, tour of duty, or workweek schedule for the particular classification and organizational unit of an employee. A workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) consecutive hours –seven (7) consecutive twenty-four (24) hour periods - as designated by the appointing authority. An employee’s work schedule within the workweek shall not be changed to avoid payment of overtime; provided, however, nothing shall abridge management’s right to establish and change work schedules and assignments in accordance with the rights of management contained in Article XIX.

B. Work on observed holidays or work on any regularly scheduled non-work day of which there shall be two (2) per week, if work on any regularly scheduled non-work day is worked at management’s direction.

7.3 Computation of Forty (40) Hour Workweek. In computing the forty (40) hour workweek, the following type of work hours shall be included in the computation: actual work time, jury/witness leave, and bereavement leave. Any combination of these work hours in excess of eight (8) hours per day (except for employees on a 4/10 or the 9/80 work schedule) or forty (40) hours per week shall entitle the employee to overtime compensation.

Paid time off for vacation leave, all unpaid leave, Association release time and compensatory time off shall not be credited towards the forty (40) hour workweek. No employee shall work overtime hours unless authorized by the department head or their designee.

7.4 All FLSA nonexempt employees working under the “9/80” work schedule shall earn overtime for all hours worked after the first forty (40) hours in a FLSA work week as required under FLSA. Should the City modify the manner by which it pays overtime (FLSA) to members of other miscellaneous bargaining units, CASA agrees to reopen this topic for discussion.

7.5 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, subject to the provisions of Section 7.5(C).

- B. Should the Department Head determine that the best interests of the City will be served thereby, they or their designee may permit an employee to be compensated for overtime work by taking paid compensatory time off in lieu of monetary compensation.
- C. Employees shall have the option with Department Head approval to convert a maximum of eighty (80) hours of time and one-half paid overtime (in compensation for fifty-three and one-third (53 1/3) overtime hours worked) to time and one-half compensatory time off benefits. Such compensatory time off shall be taken at the discretion of the employee when requested at least seventy-two (72) hours in advance, provided it does not unduly disrupt the operations of the agency. If the Department Head or their designee subsequently denies the requested compensatory time off, the employee and department shall mutually agree on a future date within one (1) year when the employee can use the paid compensatory time off. If the requested compensatory time off is not used within that one (1) year, such compensatory overtime will be paid off in cash.
- D. The compensatory time bank for employees has a maximum accrual limit of one hundred and sixty (160) hours.
- E. Because each hour of overtime worked is accrued on a time and one-half basis, compensatory time off shall be taken, and monetary payment shall be paid, on a straight-time basis. Also, upon termination, any earned, unused compensatory time off (“time-on-the-books”) shall be paid on a straight-time basis.
- F. Time off with pay to compensate for overtime worked may be taken in increments as small as a half (1/2) hour.
- G. If compensatory time off is used in excess of that available, such excess compensatory time off shall first be deducted from any available vacation benefits, after which it shall finally be deducted from the next scheduled wage or salary payment.
- H. Time off with pay as compensation for overtime may not be granted or taken in advance of the overtime work for which the time off compensates. Before compensatory time off with pay may be taken, as herein provided, the overtime worked must have been recorded on official payroll records at or about the time the overtime work was performed. In the absence of such recording, no compensatory time off with pay will be permitted.
- I. 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 by resignation, retirement, layoff, or otherwise, they shall forthwith be compensated for any overtime accumulated to the time immediately preceding such promotion or separation.

7.6 No Effect on Other Benefits. Overtime work shall not apply to the earning of employee benefits (retirement, holidays, vacation accrual, sick leave accrual, and employee insurance

benefits), toward the completion of probationary period, or to progression within salary rate range.

- 7.7 Overtime Work to be Minimized. To the extent that they are reasonably able to do so, the Department Head or their designee shall arrange work programs to minimize overtime work. Necessary overtime work shall be apportioned among employees of like classification and assignment.
- 7.8 Call-Back Duty. An employee who is recalled to active duty from off-duty, shall be entitled to overtime pay at the rate of one and one-half (1 1/2) times the normal hourly pay rate for such employee for time actually worked after reporting to the place of duty, or three (3) hours pay at the normal rate of pay, whichever is greater.
- 7.9 Declaration of State of Emergency. Upon the occurrence of fire, flood, earthquake, strike, riot, or other catastrophe or emergency which directly affects city operations or the welfare of the City's citizens, the City Manager may declare a state of emergency to exist. Upon the declaration of a state of emergency, the City Manager may require any or all regular full-time employees of the City to work overtime or off-shift as they shall determine, to protect life and property within the City.
- 7.10 Applicability of Fair Labor Standards Act. The parties agree that if the applicability of the Fair Labor Standards Act to local governmental entities is eliminated by either legislative or judicial action, they shall meet and confer regarding any proposed changes to this MOU; however, no such changes shall be made except on mutual agreement.
- 7.11 Reopener. If, during the term of this MOU, the City modifies the manner in which it pays overtime (pursuant to the Fair Labor Standards Act), the City and CASA agree to reopen this provision of the MOU and commence discussions regarding the City's modifications to overtime payments.
- 7.12 Court Appearance. Compensation for court appearance by employees covered by this MOU shall be as follows:
- A. For each required court appearance made by an employee during their off-duty time in regard to City business, the employee shall be paid overtime for the period of time from their arrival at court until they are released from court or the court session closes for that day. However, in no case shall an employee receive less than two (2) hours overtime for a court appearance during their off-duty hours. If separate court appearances are made both in the morning and afternoon of a particular day, a minimum of two (2) hours overtime shall be allowed for each session attended. If the employee is not released from a morning session and must remain available for afternoon court, the employee shall be paid overtime for all hours the court is in session that day.

The employee must provide a copy of the subpoena requiring 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 standby status by the Department Head 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 standby status during any court session and is not required to appear in court, such employee shall be compensated two (2) hours on a straight time basis, for each court session. Such employee may elect, in lieu of paid time, two (2) hours of compensatory time off for standby time and not appearing in court, with the approval of the Department Head. If such off-duty employee on standby actually appears in court, they shall be compensated as provided in Section 7.12(A).

## ARTICLE VIII

### 8.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM

#### 8.1 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.

#### 8.2 Eligibility.

- A. Applications for tuition reimbursement shall be considered only from full-time, permanent City employees who have completed the probationary work test period.
- B. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as G.I. Bill, scholarships, etc.
- C. Applications shall be approved only for courses directly related to the employee's job or directly related to a promotional position in the employee's occupational specialty.
- D. Courses not ostensibly related to the employee's job, but which are required to qualify for a degree that is directly related to their job, 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 shall be limited to courses given by accredited colleges and universities, community colleges, or adult education courses under the sponsorship of a Board of Education. Workshops, seminars, conferences, and similar activities not identifiable as a formal course of instruction within the curriculum of a recognized educational institution, do not fall within the purview of this program but may be authorized and funded by the interested department without coordination with the Human Resources Department.
- G. When an employee is required by their Department Head to attend a particular course or seminar, the expense shall be borne entirely by the department.



### 8.3 Reimbursement.

- A. Reimbursement shall be based on the cost of tuition, required enrollment/registration fees, miscellaneous fees (health, parking, student union fees, etc.), and all required texts, eBooks, and related material for each course. Additional expenses such as meals are not reimbursable.
- B. Costs for required texts are eligible for one hundred percent (100%) reimbursement subject to the following conditions:
  - 1. A duplicate of the required text(s) and eBooks was unavailable for loan from the departmental libraries prior to the commencement of course work; or
  - 2. Any textbook(s) purchased by the City shall be submitted to the employee's respective departmental library in order that such text(s) may be made available to all employees.
- C. Maximum tuition reimbursement is three thousand five hundred dollars (\$3,500) per fiscal year, which the employee may claim either as costs are incurred during the year or as one (1) lump sum.

### 8.4 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 their Department Head prior to the commencement of class(es) or the payment of fees for registration/tuition.
- B. The Department Head shall recommend approval or denial based on established criteria and budgetary constraints, and then shall forward the application to the Executive Director of Human Resources
- C. The Executive Director of Human Resources or their designee shall approve or deny the application for the City Manager. One copy shall be returned to the employee and one copy shall be retained by the Human Resources Department. It is advisable that the applicant accomplish the procedure so far described in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy prior to the inception of the course or disbursement of personal funds.
- D. The employee shall submit their copy of the approved application to the Human Resources Department within three (3) months after they have completed the course and received their final grade. Such employee must include official verification of their final grade with appropriate receipts for tuition and textbook costs. These shall be returned to the employee upon request. Applications not submitted to the Human Resources Department within three (3) months following completion of the course become void.

- E. Upon receipt of the application and required documentation, the Human Resources Department shall determine whether the completed course of instruction is compatible with the provisions of this Article and shall compute the amount of reimbursement, authenticate the application and forward it to the employee's Department Head.
- F. The Department Head shall then authorize the Finance & Management Services Department to reimburse the employee the approved amount out of the budget of the department concerned.

## ARTICLE IX

### 9.0 HOLIDAYS

9.1 Legal holidays observed by full-time employees 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 - President's Day.
- March 31 – Cesar Chavez Day (effective the first (1st) holiday after City Council approval of this 2022-2025 MOU).
- Last Monday in May - Memorial Day.
- July 4 - Independence Day.
- First (1st) Monday in September - Labor Day.
- November 11 - Veterans' Day.
- Fourth (4th) Thursday in November - Thanksgiving Day.
- The Friday immediately following Thanksgiving Day.
- Last working day before Christmas Day, unless Christmas Day falls on Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof.
- December 25 - Christmas Day.
- Two (2) Floating Holidays - 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 shall be observed on the following Monday.
- Any holiday which falls on a Saturday shall be observed on the Friday preceding the holiday.

9.2 Holidays - Shift Personnel and Employees on Alternate Work Schedules.

- A. Full-time employees on a 5/40 schedule whose regularly scheduled days off are other than Saturday and Sunday shall be entitled to receive fourteen (14) eight (8) hour working days off during the year in lieu of the holiday benefits specified in

Section 9.1. Employees on a 9/80 or 4/10 work schedule shall be entitled to fourteen (14) holidays. Holidays shall be paid in accordance with the hours scheduled for the day the holiday falls on.

For employees on a 9/80 schedule:

If a holiday falls on a regularly-scheduled nine (9) hour workday (Monday, Tuesday, Wednesday, or Thursday), nine (9) hours of holiday time shall be paid.

If a holiday falls on a regularly-scheduled eight (8) hour workday (Friday), eight (8) hours of holiday time shall be paid.

If a holiday falls on an employee's regularly-scheduled day off work, the employee shall receive credit for nine (9) hours of holiday time to be used in accordance with Section 9.2(B) or 9.6.

For employees on a 4/10 schedule:

If the holiday falls on a regularly-scheduled ten (10) hour workday, ten (10) hours of holiday time shall be paid.

If a holiday falls on an employee's regularly-scheduled day off work, the employees shall receive credit for ten (10) hours of holiday time to be used in accordance with Section 9.2(B) or 9.6.

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

9.3 Modified Holiday Schedule – Employees Assigned to the Library. Employees assigned to the Library shall, during the term of this MOU, observe holidays on the dates specified in Section 9.1.

9.4 A newly appointed employee 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 during the month in which it occurs.

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

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

9.5 Floating Holiday time off may be taken in half hour (1/2) increments.

9.6 If a holiday falls on an employee’s alternating regularly scheduled day off, the employee must then take their holiday time off on the day before or after the regular scheduled holiday with supervisor and Department Head approval. Such holiday time is referred to as an “impact holiday”. If the employee cannot take their holiday off before or after the regular scheduled holiday off, the employee shall bank the hours of their regular workday (nine (9) or ten (10) hours) as holiday leave to be used at a later date with the supervisor’s approval.

9.7 Holiday benefits may not be carried over from one (1) calendar year to the next.

9.8 Mandatory Holiday Closure

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

The parties agree to reopen this 2022-2025 MOU to discuss the potential payment for employees who are required to work during the holiday closure.

B. Dates of Closure

City Hall will be closed on the days between December 24 (except for years when December 24 falls on a Wednesday in which case City Hall will be closed starting on December 25) and January 1 each year. An employee regularly assigned to work on one (1) or more days during this time period shall use accrued paid leave (as set forth in Section 9.8(C)) for their regularly scheduled hours for each day they would otherwise have been scheduled to work.

During this time period, per Section 9.1 December 24 (except if it falls on a Wednesday in which case December 26 is the holiday), December 25, and January 1 (or the days these holidays are observed) are City holidays.

C. Additional Days Off During a Closure

1. Employees will need to choose from the options in this subsection to cover any additional regularly scheduled work days which are not City observed holidays.

2. Employees may use any of the following accrued leaves they have available to cover any additional day(s) off which may be required by the closure:

- Vacation
- Compensatory Time Off
- Impact Holiday Leave
- Floating Holiday

3. Employees are not permitted to use sick leave for a holiday closure day unless they produce a physician's certification for each day reported as sick leave. This additional certification is not required for employees with approved advance sick leave usage due to FMLA/CFRA/PDL (or any other protected leave).
4. Employees shall have the option of not using paid leave for any, or all, holiday closure day(s) and taking the day(s) off as an absence without pay.

**ARTICLE 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 shall be used as a guide in the administration of the provisions of this Article.

10.2 Vacation Period.

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

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

B. An employee who has completed less than one (1) year of service during the calendar year shall receive a proportionate fraction in accordance with the amount of service to their credit during the year; provided, however, no employee shall be

entitled to, or receive payment for, any vacation until they have completed six (6) months of continuous service.

- C. On or after the first (1st) day of the month following completion of six (6) months of continuous full-time service, an employee may be allowed to take all or a proportionate fraction of their earned vacation, subject to scheduling approval of the employee's supervisor.
- D. Vacation time off may be taken in increments as small as one-half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one-half (1/2).
- E. Computation of Vacation.
  - 1. In computing vacation, each municipal holiday that occurs during the vacation, and that falls on a day which the employee would have worked had they not been on vacation, shall be deducted from the computation so that one (1) additional day of vacation shall be allowed to the employee unless departmental practice provides some other manner of compensating for municipal holidays. Should an employee suffer a sickness or injury while on authorized vacation, each full day of such sick leave, when confirmed by a physician's statement and approved by the Department Head, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave.
  - 2. No employee shall have a right to accumulate or split their vacations, but the same may be allowed or required by the Department Head. The time at which an employee shall take their vacation shall be determined by the Department Head, with due regard for the wishes of the employee and particular regard for the needs of the City to provide basic services.
  - 3. A period of earlier service does not apply toward vacation accumulation when an employee has had a break in continuous service, unless the break in service is concluded by reappointment, as provided in Section 9-114 of the Civil Service Rules and Regulations, or by reemployment from layoff within one (1) year. Leave of absence without pay, as provided in Section 11.1(E) (Sick Leave - Extended), Section 11.8 (Authorized Absence Without Pay - Long Term) and Section 21.2 (Catastrophic Leave Donation) herein, does not constitute a break in continuous service as used in this section; however, the leave of absence period shall not be applied toward the accumulation of vacation. Absence on military leave followed by reinstatement, as provided in Section 9-143 of the Civil Service Rules and Regulations, does not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of vacation.



F. Vacation Buy-Back.

1. Through December 31, 2023

Employees are eligible to require the City to buy back up to eighty (80) hours of their banked vacation per calendar year.

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

a. If an employee wants to cash-out unused vacation leave they accrued during the calendar year, they must make an irrevocable election by December 15th of the prior calendar year (i.e. by December 15, 2023 for a cash-out in calendar year 2024).

b. The irrevocable election must indicate the amount of vacation hours the employee intends to cash-out during the next calendar year.

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

c. Once the election form is submitted to Human Resources, the amount of hours to be cashed-out cannot be changed for that calendar year.

d. Employees may submit a request for cash-out up to two (2) times per year for payment the pay period which includes July 1 and/or December 15.

e. In the event an employee's vacation leave balance (on either pay period when they can elect to cash-out) is less than the amount of hours the employee had previously elected to cash-out (in the prior calendar year), the employee will only receive payment for the amount of accumulated vacation leave remaining at the time of the cash-out in either July or December.

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

10.3 Limitation on Vacation.

- A. With the exception of a retiring employee, no employee is granted, and no employee shall be allowed to take any vacation leave with pay in excess of fifty (50) working days (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 is forfeited, meaning that no pay shall be received for such unused vacation at any time. With respect to any vacation forfeited in this manner, this provision constitutes a waiver of any rights to vested vacation benefits under California Labor Code section 227.3.
- B. In no way is the maximum vacation carryover for each calendar year as set forth in the table below meant to be considered a cap on hours an employee can accrue throughout the calendar year.

<b>Completed Years</b>	<b>Max Carryover</b>
<b>1</b>	80
<b>2</b>	160
<b>3</b>	200
<b>4</b>	240
<b>5</b>	240
<b>6</b>	244
<b>7</b>	252
<b>8</b>	260
<b>9</b>	268
<b>10</b>	276
<b>11</b>	284
<b>12</b>	292
<b>13</b>	300
<b>14</b>	308
<b>15</b>	316
<b>16</b>	328
<b>17</b>	344
<b>18</b>	360
<b>19</b>	376
<b>20</b>	392
<b>21</b>	400
<b>22</b>	400
<b>23</b>	400
<b>24</b>	400
<b>25</b>	400

- 10.5 Excess Usage. If vacation time off is used in excess of that available, such excess vacation time off will, first, be deducted from any available compensatory time off accrual and if none, then from the next scheduled salary payment.
- 10.6 Effect of Extended Sick Leave on Vacation Accrual. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service time for vacation accrual purposes.

## 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, injury, medical, or dental appointment that prevents the employee from performing the duties of their position, and shall be deemed to include time in quarantine resulting from exposure to a contagious disease.
- B. Accrual. Each employee shall be entitled to, and shall earn, one (1), eight (8) hour working day of sick leave for each full calendar month of service in which they are employed by the City with full pay; provided, however, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave. Subject to the other provisions in this Article, sick leave shall accrue to the credit of each employee to the extent that it is not used.
- C. Authorized Only When Necessary. Use of sick leave by City employees shall be authorized as follows:
1. Sick leave is not a right which an employee may use at their discretion, but shall be allowed only in cases of necessity and actual sickness or disability, or as authorized in Section 11.1(J).
  2. When an accepted industrial illness or injury has caused an employee's absence, for which benefits are required under the State Workers' Compensation Insurance and Safety Act, paid sick leave shall be allowed such employee during the first three (3) days of the statutory waiting period. If the workers' compensation related illness or injury continues past the initial three (3) consecutive days, the employee shall have the three (3) used sick days recredited to their account if the employee remains off work longer than fourteen (14) days. Paid sick leave shall continue until the fourth (4th) day when the City pays the employee workers' compensation benefits for such illness or injury. If the employee does not have sufficient accumulated sick leave at the commencement of such industrial illness or injury, they shall be advanced sick leave for this purpose. Subsequently, the City shall deduct an equal amount previously advanced from any sick leave accrued by the employee until the total amount is recovered. If the employee terminates before recovery of all advanced sick leave, the City shall deduct the unrecovered cost of sick leave from such terminated employee's final paycheck, to the extent possible.

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

D. Limit.

1. For all employees in the bargaining unit or who are currently employed by the City in a full-time position at the time of City Council approval of this 2022-2025 MOU, the maximum total accumulation of sick leave with pay shall be two hundred (200), eight (8) hour working days equal to sixteen hundred (1,600) hours.
2. For employees hired as new employees from outside the City into this bargaining unit after the date of City Council approval of this 2022-2025 MOU, the maximum amount of sick leave they may carry over into a calendar year is three hundred and fifty-two (352) hours.

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

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

E. Extended. The City Manager may grant leave up to six (6) months without pay to an employee who has exhausted all of their accrued sick leave if a licensed physician designated by the City Manager indicates that the employee shall be sufficiently recovered to return to their employment within a six (6) month period. Prior to the expiration of the additional time, the employee may return to their position provided that the employee has a certificate from a licensed physician stating that the employee is able to perform all the duties of their position without qualification. In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year without pay.

F. Extension by Use of Accrued Compensatory Time Off and/or Vacation. After an employee's sick leave has been exhausted, they may be granted permission to use, first, any unused compensatory time off benefits, then, any unused vacation leave benefits they may have accrued.

G. Notice. The employee taking sick leave shall notify their immediate supervisor either prior to or within four (4) hours after the time they are scheduled to report for duty, or as otherwise established by departmental regulations. When the absence is more than three (3) consecutive working days, the employee must

present to their Department Head a physician's certificate stating that, in the physician's opinion, the employee could not report to work because of such illness or injury and that the employee is sufficiently recovered to safely return to work.

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

- H. Denial. No employee shall be entitled to sick leave with pay while absent from duty because of sickness or injury purposely self-inflicted or caused by willful misconduct; or, sickness or disability sustained while engaged in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.
- I. Excess Usage. If sick leave is used in excess of that due and available an employee, such excess sick leave will, first, be deducted from any available compensatory time off benefit; second, from any available vacation leave benefit; finally, deducted from the next scheduled salary payment.
- J. Necessity Leave. Each employee shall be afforded the opportunity to use up to forty-eight (48) hours of sick leave per calendar year, on a non-cumulative basis, as personal necessity leave. All of this personal necessity leave may be used to attend to an illness of a child, parent, or spouse of the employee. As used in this section, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster, adoptive parent, a stepparent, a person who stood in loco parentis when the employee was a minor child, or a legal guardian; and "immediate family" means any member of the employee's household related by blood or marriage, a parent, parent-in-law (including biological, adoptive, foster, stepparent, and legal guardian), spouse, registered domestic partner, child, brother, sister, grandparent, or grandchild of the employee, regardless of residence, or any other relative of the employee by blood or marriage, where it can be established by the employee that the employee's presence is required to handle emergency arrangements and/or other matters.

Up to three (3) days of this personal necessity leave may be used:

- 1. To attend to a serious accident to members of the employee's immediate family;
- 2. For childbirth;
- 3. To cope with imminent danger to the employee's family, home, or other valuable property;
- 4. When the existence of external circumstances beyond the employee's control make it impossible for them to report for duty; or

5. To attend to medical or dental appointments for members of the employee's household.

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

K. Payment for Unused Sick Leave. For all employees in the bargaining unit who are currently employed by the City in a full-time position at the time of City Council approval of this 2022-2025 MOU:

1. Except in cases of disability retirement, upon non-disciplinary termination of employment payment of all unused sick leave shall be deposited in the employee's individual (RHS) account or 457 deferred compensation account.
2. After ten (10) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for fifty percent (50%) of the total sick leave benefit credited into either, 1) their individual RHS account or, 2) their individual 457 deferred compensation account, upon the effective date of such termination, not to exceed a maximum limit of six hundred forty (640) hours, at the base rate of pay effective on the date of such termination.
3. Payment after fifteen (15) years. Affected employees who have completed fifteen (15) years of cumulative full-time service with the city shall be entitled to payment for fifty percent (50%) of the total accrued unused sick leave benefit credited into either, 1) their individual RHS account or, 2) their individual 457 deferred compensation account, upon the effective date of their termination, not to exceed a maximum limit of eight hundred (800) hours, at the rate of base pay effective on the date of such termination.
4. Payment after twenty (20) years. Affected employees who have completed twenty (20) years of cumulative full-time service with the city shall be entitled to payment for sixty-six and sixty-seven hundredths percent (66.67%) of the total accrued unused sick leave benefit credited into either, 1) their individual RHS account or, 2) their individual 457 deferred compensation account, upon the effective date of their termination, not to exceed a maximum limit of one thousand sixty-seven (1,067) hours, at the rate of base pay effective on the date of such termination.
5. Payment after twenty-five (25) years. Affected employees who have completed twenty-five (25) years of cumulative full-time service with the City shall be entitled to payment for one-hundred percent (100%) of the total accrued unused sick leave benefit credited into either, 1) their individual RHS account or, 2) their individual 457 deferred compensation account, upon the effective date of their termination, not to exceed a

maximum limit of one thousand six hundred (1,600) hours, at the rate of base pay effective on the date of termination.

6. Employees who notify the City, in writing, of their intent to retire in twelve (12) calendar months from the date of retirement shall be allowed to cash out any eligible sick leave bank balances (Sections 11.1(K)(1) through 11.1(K)(5)), upon request. Employees shall receive payment the first paycheck in January after the request has been made. If the employee cashes out their eligible sick leave bank balances prior to retirement and subsequently does not retire from the City, all future sick leave accrual for the employee shall be subject to the same cash out provision elected and will be processed on the final paycheck. All combined cash outs cannot exceed what the employee would have been entitled to if the cash out was processed on the final paycheck only.
7. 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.

L. California's Healthy Workplaces/Healthy Families Act of 2014 (AB1522) also known as California's Paid Sick Leave Law, required the City to provide paid sick leave to eligible employees upon oral or written request, within the parameters of the law, for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventative care for an employee or an employee's qualified family member;
- Specified purposes for an employee who is a victim or domestic violence, sexual assault, or stalking.

## 11.2 Bereavement Leave.

A. An employee shall be granted up to three (3) working days leave without loss of pay in the case of a death of a member of the employee's immediate family. Such leave is designated as bereavement leave. "Immediate family" as used in this section is limited to:

1. Any member of the employee's household related by blood or marriage;
2. A parent, parent-in-law, stepparent, spouse, domestic partner, child, brother, sister, stepbrother, stepsister, grandparent, or grandchild of the employee, regardless of residence;
3. Any other relative of the employee by blood or by marriage where it can be established by the employee that as a result of such relative's death, the



employee's presence is required to handle funeral arrangements and/or matters of estate.

- B. Effective January 1, 2023, employees shall be granted up to five (5) days of leave for the death of a member of the employee's immediate family, as specified in Section 11.2(A). Three (3) of the days will be paid bereavement leave and the remaining two (2) days of leave may be unpaid, except that an employee may use accrued vacation, sick leave, or compensatory time.
- C. Whenever an employee is required to travel one way more than five hundred (500) miles to attend to the death of a member of the employee's immediate family, an employee may use up to sixteen (16) hours of additional leave charged to their Personal Necessity Leave balance when authorized by the Department Head.

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

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

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

### 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 shall be granted leave with pay for the time actually required without loss of any accrued vacation time off benefits.

### 11.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Unauthorized absence from duty for a consecutive number of working hours equal to the number of working hours in the employee's normal

workweek (five (5) consecutive working days) may be deemed a resignation from City service; provided, however, if upon return to duty the person so absenting themselves makes an explanation satisfactory to the Department Head regarding the cause of their absence, the Department Head may restore them to their position, with the City Manager's approval.

- 11.7 Authorized Absence Without Pay - Short Term. Absence without pay not to exceed five (5) consecutive working days may be authorized by the employee's Department Head. Absence without pay not to exceed fifteen (15) calendar days may be authorized by the Department Head with the approval of the City Manager. Such an absence may be authorized only if in the judgment of the Department Head it serves the best interest of the City.
- 11.8 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having permanent status, plus action by the Department Head recommending approval of the request, the City Manager may grant a leave of absence without pay for up to six (6) months.

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

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

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

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

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

An employee who plans to take a pregnancy leave must give a reasonable notice (not less than four (4) weeks) before the date she shall take the leave and the estimated duration of the leave. Health and welfare insurance coverage shall be continued only if the employee

pays a cash premium to continue coverage while on a leave of absence without pay or is covered under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) provisions.

- 11.11 Paid Parental Leave. Effective the first full pay period following City Council approval of this 2022-2025 MOU, employees who have completed twelve (12) months of full-time employment with the City shall be eligible for paid parental leave with pay of up to eight (8) weeks for the birth, adoption, or foster of a child. Such leave shall run concurrently with FMLA/CFRA. An employee who plans to take paid parental leave must give a reasonable notice (not less than four (4) weeks or as soon as practicable when a four (4) week notice is not possible due to the unexpected nature of the qualifying event) before the date they intend to take the leave and the estimated duration of the leave. This provision shall only apply to employees who begin a parental leave of absence effective on or after the first full pay period following City Council approval of this 2022-2025 MOU and shall not be applied retroactively.

**ARTICLE XII**

**12.0 EMPLOYEE INSURANCE**

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

A. For each such employee who is covered under a spouse’s non-City sponsored health plan, the City shall pay the employee a cash payment each month in an amount equal to fifty percent (50%) of the monthly premium amount for the City’s lowest “employee-only” coverage, if the employee waives, in writing, City-paid coverage. If an employee waives City provided coverage, said employee shall provide proof of medical insurance coverage in a non-City-sponsored health plan.

Effective the first full pay period following City Council approval of this 2022-2025 MOU, the City shall pay the employee a cash payment (subject to taxation as wages) each month in an amount equal to the City contribution for the “employee-only” coverage for medical, if the employee waives, in writing, City-provided coverage.

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

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

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

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

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

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

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

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

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

B. Any contribution necessary to maintain benefits under City-sponsored medical plans in excess of the amount set forth above shall be borne entirely by the employee.

C. The parties recognize that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures enacted during the term of this MOU alter healthcare options, cost or other elements of healthcare services, thereby materially altering the provisions of this MOU, the parties agree that upon the request of either party the parties shall re-open Section 12.1 hereof regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare benefits hereunder. In addition, should State or Federal laws concerning the taxation of healthcare benefits change, the parties agree to meet and discuss the impact of such change.

## 12.2 Dental Insurance.

A. The City agrees to contribute towards the premiums for dental insurance plans provided by the City for employees covered by this MOU and their eligible dependents on the following basis:

1. Effective January 1, 2022, the City shall contribute an allowance towards the employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified dependents in the amount of one hundred ten dollars (\$110) per month per employee.
2. Effective the first full pay period following City Council approval of this 2022-2025 MOU, the City shall contribute an allowance towards the employee's Cafeteria Benefit plan for dental insurance premiums for eligible employees and their qualified dependents in the amount of one hundred thirty dollars (\$130) per month per employee.

B. Any contribution necessary to maintain benefits under said dental plans in excess of the amount of the City contribution to the cafeteria plan specified above shall be borne entirely by the employee.

12.3 Vision Plan. The City shall maintain in effect its existing vision plan, for employees. All costs of the premium shall be paid by the employee.

- 12.4 Long-Term Disability (L.T.D.) Insurance. The City shall pay one hundred percent (100%) of the premium cost for a sixty (60) day elimination period with a maximum benefit of seven thousand five hundred dollars (\$7,500) per month for a long-term disability insurance plan for employees.
- 12.5 Life Insurance. The City shall maintain in effect its existing life insurance plans covering employees, including term life insurance coverage for each affected employee in the amount of fifty thousand dollars (\$50,000) plus fifty thousand dollars (\$50,000) Accidental Death and Dismemberment (AD&D) coverage at no cost to the employee.
- 12.6 The City shall retain the right to change health, dental, and life insurance carriers, administer the insurance benefits provided thereunder, and select and/or change any excess or supplemental insurance carriers as a part of any self-insurance plan during the term of this MOU, provided that employees continue to receive equivalent benefits and provided that the parties have met and conferred before the benefits changes are made.
- 12.7 When there is a need to discuss matters relating to employee insurance and the City believes it would be beneficial to involve an Insurance Committee, CASA shall have an equal number of representatives as the City on such a committee, and the Committee shall meet as necessary.
- 12.8 Retirement Health Savings Plan. Employees participate in the City's Retirement Health Savings Plan (RHS) subject to the following:
- A. Employees shall continue to contribute one and one-quarter percent (1.25%) of their base pay each pay period to the RHS plan, which amount shall be deposited into the employee's individual RHS account.
- Effective the first full pay period following City Council adoption of this 2022-2025 MOU, one and one-half percent (1.50%) will be deducted from each employee's base pay and deposited into their individual RHS account each pay period. This contribution shall be made on a pre-tax basis.
- B. Effective the first full pay period following Council adoption of this 2022-2025 MOU, the City will contribute one percent (1%) of the employee's base pay deposited into their individual RHS account each pay period.

## ARTICLE XIII

### 13.0 RETIREMENT

13.1 General. The terms of the existing contract between the City and the California Public Employees' Retirement System (CalPERS) governing the City retirement benefits for affected employees are incorporated by reference herein. The City shall continue to make contributions to CalPERS in accordance with its contract with CalPERS for affected employees covered by such contract as amended.

13.2 Deferred Retirement. The City shall continue to make payment to CalPERS on behalf of each affected employee, as defined in Sections 13.3(A) and 13.3(B), in an amount necessary to pay one hundred percent (100%) of their individual retirement contribution which is equal to eight percent (8%) of base salary. Such payments shall be credited to the individual employee's CalPERS account.

Such payments are not increases in base salary and no salary rate range applicable to any employees shall be changed or deemed to have been changed by reason thereof. As a result, the City shall not treat these payments as ordinary income and, thus shall not withhold Federal or State income tax from these payments. In the event that the City receives a ruling from the Internal Revenue Service that such payments are ordinary income of the employees instead of deferred compensation, the City's obligation to make such payments shall discontinue and in place thereof the base salary of each employee shall forthwith be increased by eight percent (8%).

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

13.3 2.7% at 55 Service Retirement Benefit for Miscellaneous Members.

A. The City agrees to continue to provide Miscellaneous employees who were appointed to their classification on or before December 31, 2012 with the 2.7% at 55 Service Retirement benefit. Pursuant to CalPERS regulations, this formula shall apply only to the aforementioned employees that are in an active status. This formula shall apply to each year of eligible service credited with the City of Santa Ana.

B. The City agrees to provide Miscellaneous employees who are appointed to their classification on or after January 1, 2013 and are not new members as defined by the California Public Employees' Pension Reform Act of 2013 (AB340), with the 2.7% at 55 Service Retirement benefit. Pursuant to CalPERS, this formula shall apply only to the aforementioned employees that are in an active status. This formula shall apply to each year of eligible service credited with the City of Santa Ana.

- C. Payment toward the 2.7% at 55 Service Retirement Benefit. Employees defined in Section 13.3(A) contribute eight percent (8%) of their salary to the employer's share of the cost of the 2.7% at 55 enhanced retirement formula. All employee contributions to the employer's cost of the CalPERS retirement benefits shall be implemented as cost-sharing pursuant to Government Code Section 20516(f). To the extent permitted by CalPERS and the Internal Revenue Service, this eight percent (8%) contribution shall be implemented through payroll deductions on a pre-tax basis.

Employees defined in Section 13.3(B) shall contribute eight percent (8%) of their salary toward the employer contribution of the 2.7% at 55 retirement benefit. All employee contributions to CalPERS for their retirement benefits shall be implemented as cost-sharing pursuant to Government Code Section 20516(f).

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.

#### 13.4 2.0% at 62 Service Retirement Benefit for Miscellaneous Members.

- A. The City agrees to provide Miscellaneous employees who were appointed to their classifications on or after January 1, 2013, and who are defined as new members under the California Public Employees' Pension Reform Act of 2013 (AB340), with the 2.0% at 62 Service Retirement benefit.

Pursuant to CalPERS regulations, this formula shall apply only to the aforementioned employees that are in an active status. This formula shall apply to each year of eligible service credited with the City of Santa Ana.

- B. Payment towards the 2.0% at 62 Service Retirement Benefit. Employees defined in 13.4(A) shall contribute at least fifty percent (50%) of normal cost of the 2.0% at 62 retirement benefit.

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.

#### 13.5 Credit for Unused Sick Leave.

- A. An employee shall be permitted to 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 eight (8) hour day of unused sick leave (i.e., two hundred (200) days of sick leave equals eight tenths (0.8) of an additional year of service credit).
- B. Effective the date of City Council adoption of this 2022-2025 MOU, the maximum total unused sick leave that can be converted shall be ten (10) eight (8) hour working days equal to eighty (80) hours.



- C. 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.
- D. The City must report only those days of unused sick leave that were accrued by the employee during the normal course of employment. This section applies to employees whose effective date of retirement is within four (4) months of separation from employment.

13.6 Military Service Credit as Public Service. An employee shall be permitted 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.

## ARTICLE XIV

### 14.0 SAFETY

- 14.1 General. The City and the employees of the City agree to comply with all applicable Federal, State and local laws, and the City of Santa Ana regulations, which relate to health and safety.

## ARTICLE XV

### 15.0 DISCIPLINE

#### 15.1 Pre-Disciplinary Procedure

- A. If an employee is to be suspended without pay, reduced in pay, demoted, or dismissed, the employee shall:
1. Receive written notice of the intended action at least ten (10) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the intended action is based.
  2. Receive copies of any known materials, reports, transcripts, statements, or other documents upon which the intended action is based.
  3. Be accorded the right to respond to the intended charges in writing or in person with the Department Head or designee within a reasonable period of time, not to exceed ten (10) calendar days unless the Department Head or designee authorizes a longer time.
  4. Be given the written decision of the Department Head or designee at the earliest practicable date prior to the effective date of the disciplinary action.

#### 15.2 Disciplinary Appeals Procedure

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

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

2. Step 2.

- a. Filing the appeal: If the employee is not satisfied with the Department Head's or City Manager's or designee's decision, they (or their representative) shall submit a written notice of appeal to be submitted to an impartial arbitrator for a final and binding decision. Such written notice of appeal shall be submitted in writing to the Executive Director of Human Resources or designee within ten (10) calendar days of receiving the written decision from the Department Head or City Manager or designee.
- b. The City and Association shall create and maintain a list of three (3) to five (5) mutually approved arbitrators.
- c. The City and Association shall select an arbitrator from the standing list via the striking method. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, the parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.
- d. If none of the identified arbitrators are able to take the case, then the parties will request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall mutually agree which party will strike the first name. If the parties cannot mutually agree, the parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.
- e. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the arbitrations, including but not limited to the list of arbitrators, the arbitrator themselves, and the court reporter, shall be split evenly between the City and the Association. The arbitrator's decision will be final and binding. The arbitrator shall issue the decision within thirty (30) calendar days from the conclusion of the hearing, unless the parties agree otherwise.

### 15.3 Informal Appeals Procedure

- A. Informal Appeals Procedure, as opposed to the formal procedures, shall be used for written reprimands.

1. The appeal is an opportunity for the employee (or their representative) to present information and arguments why a written reprimand should not be issued or offer alternatives to the written reprimand.
2. Notice of Appeal: Within ten (10) calendar days of receipt by an employee of the written reprimand, the employee (or their representative) shall notify the Executive Director of Human Resources or designee in writing that they intend to appeal the written reprimand. The Executive Director of Human Resources or designee shall contact either the employee or their identified representative within ten (10) calendar days of receipt of the notice of appeal to schedule the appeal meeting.
3. Hearing Officer: The Department Head or City Manager or designee (depending on who issued the written reprimand as determined by the Executive Director of Human Resources or designee) shall serve as the hearing officer. The meeting shall take place within twenty-one (21) calendar days from the date the employee filed the appeal or such other time as may be agreeable by the parties.
4. Decision: After the meeting, a decision will be submitted in writing within thirty (30) calendar days and provided to the employee. The decision is final and binding.

15.4 Performance evaluations shall not be subject to appeal.

## ARTICLE XVI

### 16.0 GRIEVANCE REVIEW PROCEDURE

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

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

#### 16.2 Step 1.

- A. The Association shall first attempt to resolve a grievance concerning the interpretation or applicable application of specific provisions of this MOU at Step 1 with the Executive Director of Human Resources or designee without undue delay, but in no case, beyond a period of ten (10) calendar days after the occurrence of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance.
- B. The Executive Director of Human Resources or designee will respond to the grievance within fourteen (14) calendar days of receiving the grievance.
- C. Every effort shall be made to find an acceptable solution to the grievance at Step 1.

#### 16.3 Step 2.

- A. If the Association is not satisfied with the response from the Executive Director of Human Resources or designee, the Association must submit grievance in writing to Step 2 (binding arbitration) to the Executive Director of Human Resources or designee with ten (10) calendar days of receiving the Step 1 response. Should the Association fail to file a written grievance at Step 2 within ten (10) calendar days after receiving the response at Step 1, the grievance shall be barred and waived.
- B. The City and Association agree to select an arbitrator in the following manner:
  - 1. The City and Association shall refer to the mutually approved list of arbitrators as specified in Section 15.2(A)(2)(b).
  - 2. The City and Association shall select an arbitrator from the standing list via the striking method. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, the parties shall toss a coin to determine who shall strike the name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.

3. If none of the identified arbitrators are able to take the case, then the parties will request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, the parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.
- C. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the arbitration including but not limited to the list of arbitrators, the arbitrator themselves, and the court reporter shall be split evenly between the City and Association. The arbitrator's decision shall be final and binding. The arbitrator shall issue their decision within thirty (30) calendar days from the conclusion of the hearing, unless the parties agree otherwise.

#### 16.4 Alleged Violations of City Rules, Regulations, and Policies.

- A. If an employee, group of employees, or 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.
- B. Step 1.
1. A grievant must submit a grievance in writing to the Executive Director of Human Resources or designee.
  2. The Department Head shall meet with the employee within ten (10) business days after submission of the grievance.
  3. The Department Head shall deliver the Step 1 written response to the employee within ten (10) calendar days after meeting with the employee.
- C. Step 2.
1. If the grievant is not satisfied with the Step 1 response, the grievant must submit the grievance in writing to Step 2 to the Executive Director of Human Resources or designee within ten (10) calendar days of receiving the Step 1 response.
  2. The City Manager or designee shall meet with the employee within twenty-one (21) days after submission of the Step 2 grievance. The City Manager or designee may affirm, reverse, or modify the decision made at Step 1.

3. The City Manager or designee shall deliver the Step 2 written response to the employee within ten (10) calendar days after meeting with the employee.

D. Step 3.

1. If the grievant is not satisfied with the Step 2 response, the grievant must submit the grievance in writing to Step 3 (binding arbitration) to the Executive Director of Human Resources or designee within ten (10) calendar days of receiving the Step 2 response. Should the grievant fail to file a written grievance at Step 3 within ten (10) calendar days after receiving the response at Step 2, the grievance shall be barred and waived.
2. The City and Association agree to select an arbitrator in the following manner:
  - a. The City and Association shall refer to the mutually-approved list of arbitrators as specified in Section 15.2(A)(2)(b).
  - b. The City and Association shall select an arbitrator via the striking method. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, the parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.
  - c. If none of the identified arbitrators are able to take the case, then the parties will request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall mutually agree which party strikes the first name. If the parties cannot mutually agree, the parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.
3. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the arbitration including but not limited to the list of arbitrators, the arbitrator themselves, and the court reporter shall be split evenly between the City and Association. The arbitrator's decision shall be final and binding. The arbitrator shall issue their decision within thirty (30) calendar days from the conclusion of the hearing, unless the parties agree otherwise.



## ARTICLE XVII

### 17.0 ASSOCIATION RIGHTS

17.1 Release Time for Association Representatives. CASA shall have the right to appoint/elect a reasonable number of representatives who are recognized by the City as officers or work site leaders/stewards.

- A. Such reasonable number of work site leaders/stewards recognized by the City shall be limited to six (6).
- B. The City's Executive Director of Human Resources or designee shall be provided with a list of names and classification titles of CASA's officers, as well as the names and classification titles of all work site leaders/stewards and other Association representatives. The Association agrees to inform the City in writing of any changes in this list within ten (10) calendar days.
- C. During the term of this MOU, the City agrees to allow reasonable time off without loss of compensation to enable the officers and worksite leaders/stewards to assist other CASA unit employees in processing grievances under the Grievance Review Procedure and other CASA business activities; provided, however, that such officers and worksite leaders/stewards shall make advance arrangement with their supervisors prior to absenting themselves for such purpose. The officers and worksite leaders/stewards shall be required by the City to record and report to their supervisors the work time spent in assisting other bargaining unit employees pursuant to this provision of the MOU.

Time spent by the Association President, officers, or worksite leaders/stewards on Association Release time, under this MOU, shall not be considered time worked for computation of overtime according to the Fair Labor Standards Act.

17.2 Worksite Access.

- A. Officers, worksite leaders/stewards, and/or Association representatives shall be permitted to visit break and lunch areas designated by the City, before or after work or during designated lunch periods, for the purpose of discussing Association business, provided that arrangements are made in advance with the manager responsible for the worksite.
- B. Such visits shall not disrupt the work of City employees, interfere with the normal operations of the department or with established safety and security requirements. Where any such problems arise, CASA and the City will agree on an alternate meeting/conference facility for the purpose of providing a place for CASA to hold a meeting before or after work or during lunch periods. If the City facility provided CASA as an alternate meeting site during non-working hours is a public meeting

room, its scheduling and use shall be governed in accordance with regulations pertaining to the use of public meeting rooms at City facilities.

- C. Solicitations of membership and all activities concerned with the internal management of CASA, such as collecting dues, holding membership meetings, preparation of petitions, campaigning for office, conducting elections, and distributing literature, shall not be conducted during working hours.
- D. Officers and employees may perform those duties assigned to them by CASA, but in no event shall they have the right to interfere with the performance of work of any other employee or interfere with City operations or to call a strike, slowdown, work stoppage, sympathy strike, or take any economic action against the City.

### 17.3 Release Time for Employee Representatives.

- A. In the event that CASA is formally meeting and conferring with representatives of the City on matters within the scope of representation during regular City business hours, a reasonable number of officers, employee representatives or other officials of CASA shall be allowed reasonable time off without loss of compensation or other benefits.
- B. Such officers and employee representatives shall not leave their duty or work station or assignment without the prior knowledge of their supervisor or such supervisor's supervisor.
- C. Such meetings are subject to scheduling in a manner consistent with City operating needs and work schedules.

### 17.4 Use of Bulletin Boards. Space shall be made available to CASA on the City's existing employee bulletin boards for the purpose of posting notices pertaining to Association business, subject to the following conditions:

- A. Material posted by CASA shall not include campaign material on municipal election matters, including elections for City Council, other City positions, or other municipal political matters.
- B. Material posted is not derogatory to the City, City employees, or other employee organizations.
- C. All materials are dated, identify CASA and bear the signature of the authorized representative(s) of CASA responsible for their issuance.
- D. The City reserves the right to determine what reasonable portion of employee bulletin boards are to be allocated to Association materials.
- E. If CASA does not abide by these provisions; it will forfeit its right to have materials posted on the City's employee bulletin boards.

F. CASA shall not be permitted to post any material that is prohibited by State law or the City Charter.

17.5 Use of City Facilities. The City shall allow CASA to conduct meetings in the City's public meeting rooms during non-working hours provided such meetings are scheduled in accordance with regulations governing the use of public meeting rooms at City facilities; provided, however, CASA shall not be permitted to use City facilities to discuss or present any matter that is prohibited by State law or the City Charter.

## ARTICLE XVIII

### 18.0 DUES DEDUCTION & INDEMNIFICATION

- 18.1 Dues Deduction. Upon ratification and approval of dues collection by Association membership, the City shall deduct dues, on a regular basis, from the pay of all employees recognized to be represented by CASA, 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 CASA within thirty (30) calendar days following their deduction. Provisions for such dues deduction shall be included in future MOUs should CASA members elect to authorize the deduction.

## 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 existence or nonexistence of facts which are the basis of the Management decision.
  - C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
  - D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
  - E. To determine methods of financing.
  - F. To determine types of equipment or technology to be used.
  - G. To determine and/or change the facilities, methods, technology, means, and size of the workforce by which the City operations are to be conducted.
  - H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including but not limited to the right to contract for or subcontract any work or operation of the City.
  - I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
  - J. To relieve employees from duties for lack of work or similar non-disciplinary reason, subject to the provisions of the City Charter, Municipal Code, Federal and State law and this MOU.
  - K. To establish and modify productivity and performance programs and standards.
  - L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions set forth in the City Charter and Santa Ana Municipal Code.

- M. To determine job classifications and to reclassify employees.
  - N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this MOU.
  - O. To determine policies, procedures, and standards for selection, training and promotion of employees.
  - P. To establish employee performance standards including but not limited to quality and quantity standards and to require compliance therewith.
  - Q. To maintain order and efficiency in its facilities and operations.
  - R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.
  - S. To take any and all necessary action to carry out the mission of the City in emergencies.
- 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 CASA regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this MOU.

## ARTICLE XX

### 20.0 LAYOFFS

- 20.1 It is the hope of the City not to separate any employee(s) from employment because of a reduction in the work force or work week during the term of this MOU. However, circumstances arising during this MOU may require such separation(s). In that event, the City shall notify CASA in writing of the layoff at least thirty (30) days prior to the occurrence of the layoff of the employee and, if requested by CASA, schedule a meeting to discuss the same. Only the written notice is required to occur thirty (30) days before the proposed layoff. This provision is not intended to be a waiver of any other rights the parties may have under this MOU.
- 20.2 If it is decided to contract out work currently being performed by employees of this bargaining unit and it is projected that no employee covered by this MOU is to be laid off, receive a reduction in hours worked, or receive a loss in pay due to such contracting out, the City shall provide CASA reasonable notice of the decision to contract out, shall meet with CASA upon CASA's request over the impact of the decision to contract out and shall consider reasonable alternatives provided by CASA.
- 20.3 If the City determines to contemporaneously replace employees covered by this MOU with contract workers to perform the same work under similar circumstances, it shall expeditiously notify CASA of its intentions. Upon request by CASA, the City shall schedule meetings with CASA leadership to discuss this objective and give CASA the opportunity to present information before any final decision. The City and Association leadership agree to commence meeting when practicable for a period not to exceed forty-five (45) days, unless mutually agreed to meet longer. At the end of the agreed upon time and if the parties have not achieved satisfactory resolution, the issues shall be resolved according to the City's Employer-Employee Relations Resolution.
- 20.4 Notwithstanding Section 20.2 and/or Section 20.3 hereof, if any bargaining unit member is laid off as a result of a decision by the City to contract out work, the City shall make a reasonable effort to cause the affected employee(s) to become employed by the company or entity with which the City contracted for the applicable services.
- 20.5 The principles of seniority (length of service) shall govern layoffs as described herein, except in the event that more than one (1) employee has the same seniority date, in which case performance also shall be considered. The City's determination of performance shall not be arbitrary or capricious in nature. Any dispute over the application of the principles outlined in this Article shall be subject to the grievance procedure.
- A. Classification seniority is defined as length of service in the classification, and shall begin on the first date worked by the employee in that classification. Whenever a position within a classification is to be eliminated, resulting in the layoff of an employee, seniority shall govern the order of layoff. The employee with the lowest seniority in the affected classification shall be laid off first.

- B. In lieu of layoff, an employee may elect to work in a lower classification, in which they have served, providing that a vacancy exists and the classification is within the same job family/career ladder. In that event, the employee's length of service in the next lower classification shall be added to their length of service in the affected classification, and the 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.
  - C. The reemployment list shall be valid for one (1) year from the date of its establishment. Reemployment shall be in reverse order of layoffs. The Joint Labor Management Team as outlined in Section 21.3 shall determine Job Family/Career Ladder for purposes of layoff.
- 20.6 An employee who is laid off from full time City employment pursuant to this Article, may be granted a temporary appointment to a vacant position in any classification for which there is no eligible list and for which the employee meets the minimum qualifications established for the classification and possesses the requisite knowledge, skills and abilities to satisfactorily perform the work of the classification. Such temporary appointment shall be terminated upon the establishment of a new eligible list for the classification or on the one hundred eightieth (180th) day following the initial day of such temporary appointment, whichever occurs first.



## ARTICLE XXI

### 21.0 MISCELLANEOUS PROVISIONS

- 21.1 The City agrees to distribute Association membership pamphlets to bargaining unit employees at the new employee orientation sessions conducted by the City.
- 21.2 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 City and Association agree to implement a Catastrophic Leave Donation Program.

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

The Catastrophic Leave benefit will be provided for non-industrial injury or sickness only. The leave shall cover the uncompensated time prior to the employee's becoming eligible for Long Term Disability (L.T.D.) benefits. Any remaining Catastrophic Leave benefit will be used to supplement L.T.D. benefit payments to ensure an employee continues to receive their full salary continuation between both benefits.

- A. Guidelines. It shall be understood that all donations under this procedure are voluntary and subject to taxation for the recipient.
1. Employees may donate vacation or compensatory time or one (1) in lieu holiday to the eligible employee. In no event shall sick leave be donated.
  2. Employees shall be provided a two (2) week period to submit donations. Donations received after this two (2) week period shall not be processed. The two (2) week period for each case shall be designated by the Department Head or their designee as provided herein below.
  3. All donations must be made in two (2) hour increments and a maximum of eight (8) hours per donor, except in lieu holidays must be for eight (8) hours.
  4. Any authorization of donations not made in accordance with the procedures outlined in Section 21.2(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 Section 11.1.
- B. Eligibility. Regular, 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 and vacation, will be exhausted and the employee's illness will continue past the time when the employee will be on paid status.
2. The employee's Department Head, 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 Department Head 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 or vacation time of the donation within the limitations of Section 21.2(A)(3);
  - c. The name, department and employee number of the recipient; and
  - d. A statement indicating that the donor understands such donation of time is irrevocable.
3. At the close of the donation period, the department shall verify that each donating employee has accrued vacation and/or compensatory time balances sufficient to cover the designated donation.
4. The department shall submit all approved donation authorizations for an eligible employee at one time for processing. No donation authorizations for the eligible employee will be processed after this period. However, employees who receive donations under this procedure and who exhaust all donated hours may request an additional donation period subject to the provisions of Section 21.2(A).
5. The City shall add the donated time to the recipient's sick leave account.

21.3 Joint Labor Management Teams. The City and CASA agree to form Joint Labor Management Teams for the purpose of exploring issues of mutual concern. Each team shall be comprised of an equal number of labor and management employees and shall be chaired by the Executive Director of Human Resources, or their designee. In no case shall the activity of a team create a delay or hindrance to the ongoing operation of the City.

## ARTICLE XXII

### 22.0 SOLE & ENTIRE AGREEMENT

22.1 It is understood and agreed that the parties to this MOU are subject to all current and future applicable Federal and California laws, the City of Santa Ana Charter and Municipal Code, as well as the City's Employer-Employee Relations Resolution number 81-75. 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 or written, express or implied between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with Federal or State law or the City Charter.

The City shall provide employees covered by this MOU a copy of this MOU and its attachments, including a section containing the Employer-Employee Relations Resolution of the City of Santa Ana.

22.2 Notwithstanding the foregoing, there exists within the City personnel rules and regulations and departmental rules and regulations. These rules and regulations shall be continued to the extent they do not contravene specific provisions of this MOU. Such rules and regulations may, from time to time, be changed by the City. If these changes affect wages, hours, and/or other terms and conditions of employment, the City shall meet and confer with CASA; provided, further, however, no provision of the rules and regulations shall be changed to contravene specific provisions 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, 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 EMERGENCY WAIVER PROVISION

- 24.1 In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. CASA shall have the right to meet and confer with the City regarding the impact on employees of the suspension of the provisions in the MOU during the course of the emergency.

## ARTICLE XXV

### 25.0 SEPARABILITY PROVISION

- 25.1 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 replace the invalidated benefits with benefits of comparable value.

## **ARTICLE XXVI**

### **26.0 TERM OF MOU**

- 26.1 The term of this MOU shall be from July 1, 2022 to June 30, 2025.
- 26.2 If this MOU is not replaced by a new mutually-agreed upon MOU between the City of Santa Ana and CASA before June 30, 2025, then it is agreed that all provisions of this MOU shall remain in effect until mutual agreement is reached on a new MOU.



ARTICLE XXVII

27.0 RATIFICATION & EXECUTION

27.1 The City and CASA have reached an understanding as to certain recommendations to be made to the City Council for the City of Santa Ana and have agreed that the parties hereto will jointly urge the City Council to adopt a new wage and salary resolution which will provide for the changes contained in the joint recommendations. The City and CASA acknowledge that this MOU shall not be in full force and effect until ratified by the membership of CASA and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and CASA and entered into this 19<sup>th</sup> day of July, 2023.

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

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

By:  \_\_\_\_\_  
Mayor

Dated: 7/31/23

By:  \_\_\_\_\_  
City Manager

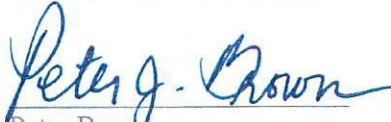
Dated: 7/27/23

By:  \_\_\_\_\_  
Executive Director, Human Resources

ATTEST:

 \_\_\_\_\_  
City Clerk 

APPROVED AS TO FORM:

 \_\_\_\_\_  
Peter Brown  
Labor Attorney  
Liebert Cassidy Whitmore

This MOU 2022-2025 has been ratified by the membership of the Confidential Association of Santa Ana (CASA).

CASA:

Dated: 7/26/2023

By:   
Orange County Employees Association  
Chief Negotiator

Dated: 7/26/23

By:   
CASA President

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

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>STEP AA</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Administrative Secretary (UC)	07271	4921	5168	5425	5703	5989	6286
Budget Aide (UC)	00497	5759	6046	6349	6666	7000	7351
Budget Analyst (UC)	00496	6538	6863	7209	7568	7948	8346
Council Services Secretary (UC)	00830	4445	4669	4902	5145	5407	5674
Data Analyst (UC) <i>March 26, 2023 to July 1, 2023</i>	00498	6538	6863	7209	7568	7948	8346
Equity and Inclusion Coordinator (UC)	01515	6538	6863	7209	7568	7948	8346
Executive Assistant (UC)	00900	5844	6138	6444	6765	7103	7459
Executive Secretary (UC)	07392	5045	5297	5563	5844	6138	6444
Executive Secretary to the Police Chief (UC)	00140	5168	5425	5703	5989	6286	6602
Financial Analyst (UC)	00481	6380	6702	7034	7386	7754	8142
Human Resources Administrative Assistant (UC)	07069	4271	4486	4710	4945	5194	5453
Human Resources Analyst (UC)	01520	6380	6702	7034	7386	7754	8142
Human Resources Communications Specialist (UC) <i>March 26, 2023 to July 1, 2023</i>	08590	6380	6702	7034	7386	7754	8142
Human Resources Specialist (UC)	07070	4271	4486	4710	4945	5194	5453
Human Resources Technician (UC)	01250	5221	5480	5759	6046	6349	6666
Legal Office Assistant (UC)	07080	3568	3745	3934	4129	4337	4553
Legal Secretary (UC)	07120	4422	4645	4877	5121	5378	5648
Management Aide (UC)	01201	5759	6046	6349	6666	7000	7351
Management Aide (UC)	01200	5759	6046	6349	6666	7000	7351
Management Analyst (UC)	00750	6538	6863	7209	7568	7948	8346
Management Analyst (UC)	01720	6538	6863	7209	7568	7948	8346
Organizational Development and Training Analyst (UC)	00476	6380	6702	7034	7386	7754	8142
Paralegal (UC)	01670	5245	5508	5787	6076	6380	6702
Payroll Systems Analyst (UC)	07400	7948	8346	8761	9200	9659	10141
Payroll Technician (UC)	07410	5221	5480	5759	6046	6349	6666
Risk Management Analyst (UC)	01756	6380	6702	7034	7386	7754	8142
Risk Management Assistant (UC)	01753	4068	4271	4486	4710	4945	5194
Risk Management Specialist (UC)	01758	4271	4486	4710	4945	5194	5453
Risk Management Technician (UC)	01755	5221	5480	5759	6046	6349	6666
Senior Human Resources Specialist (UC)	07300	4734	4971	5221	5480	5759	6046
Senior Human Resources Technician (UC)	00770	5759	6046	6349	6666	7000	7351
Senior Legal Secretary (UC)	07310	4921	5168	5425	5703	5989	6286

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>STEP AA</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Senior Paralegal (UC)	01675	6380	6702	7034	7386	7754	8142
Senior Payroll Technician (UC)	07415	5759	6046	6349	6666	7000	7351
Training Coordinator (UC)	01280	7908	8304	8718	9154	9610	10092

**MONTHLY WAGE RATE SCHEDULE  
EFFECTIVE JULY 2, 2023 TO JULY 29, 2023**

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>STEP AA</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Administrative Secretary (UC)	07271	5,069	5,323	5,588	5,874	6,169	6,475
Budget Aide (UC)	00497	5,932	6,227	6,539	6,866	7,210	7,572
Budget Analyst (UC)	00496	6,734	7,069	7,425	7,795	8,186	8,596
Council Services Secretary (UC)	00830	4,578	4,809	5,049	5,299	5,569	5,844
Data Analyst (UC)	00498	6,734	7,069	7,425	7,795	8,186	8,596
Equity and Inclusion Coordinator (UC)	01515	6,734	7,069	7,425	7,795	8,186	8,596
Executive Assistant (UC)	00900	6,019	6,322	6,637	6,968	7,316	7,683
Executive Secretary (UC)	07392	5,323	5,588	5,874	6,169	6,475	6,800
Executive Secretary to the Police Chief (UC)	00140	5,323	5,588	5,874	6,169	6,475	6,800
Financial Analyst (UC)	00481	6,571	6,903	7,245	7,608	7,987	8,386
Human Resources Administrative Assistant (UC)	07069	4,399	4,621	4,851	5,093	5,350	5,617
Human Resources Analyst (UC)	01520	6,571	6,903	7,245	7,608	7,987	8,386
Human Resources Communications Specialist (UC)	08590	6,571	6,903	7,245	7,608	7,987	8,386
Human Resources Specialist (UC)	07070	4,399	4,621	4,851	5,093	5,350	5,617
Human Resources Technician (UC)	01250	5,378	5,644	5,932	6,227	6,539	6,866
Legal Office Assistant (UC)	07080	3,675	3,857	4,052	4,253	4,467	4,690
Legal Secretary (UC)	07120	4,555	4,784	5,023	5,275	5,539	5,817
Management Aide (UC)	01201	5,932	6,227	6,539	6,866	7,210	7,572
Management Aide (UC)	01200	5,932	6,227	6,539	6,866	7,210	7,572
Management Analyst (UC)	00750	6,734	7,069	7,425	7,795	8,186	8,596
Management Analyst (UC)	01720	6,734	7,069	7,425	7,795	8,186	8,596
Organizational Development and Training Analyst (UC)	00476	6,571	6,903	7,245	7,608	7,987	8,386
Paralegal (UC)	01670	5,402	5,673	5,961	6,258	6,571	6,903
Payroll Systems Analyst (UC)	07400	8,186	8,596	9,024	9,476	9,949	10,445
Payroll Technician (UC)	07410	5,378	5,644	5,932	6,227	6,539	6,866
Risk Management Analyst (UC)	01756	6,571	6,903	7,245	7,608	7,987	8,386
Risk Management Assistant (UC)	01753	4,190	4,399	4,621	4,851	5,093	5,350
Risk Management Specialist (UC)	01758	4,399	4,621	4,851	5,093	5,350	5,617
Risk Management Technician (UC)	01755	5,378	5,644	5,932	6,227	6,539	6,866
Senior Human Resources Specialist (UC)	07300	4,876	5,120	5,378	5,644	5,932	6,227
Senior Human Resources Technician (UC)	00770	5,932	6,227	6,539	6,866	7,210	7,572
Senior Legal Secretary (UC)	07310	5,069	5,323	5,588	5,874	6,169	6,475
Senior Paralegal (UC)	01675	6,571	6,903	7,245	7,608	7,987	8,386
Senior Payroll Technician (UC)	07415	5,932	6,227	6,539	6,866	7,210	7,572
Training Coordinator (UC)	01280	8,145	8,553	8,980	9,429	9,898	10,395

**MONTHLY WAGE RATE SCHEDULE  
EFFECTIVE JULY 30, 2023 TO JULY 13, 2024**

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>STEP AA</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Administrative Secretary (UC)	07271	5,221	5,483	5,756	6,050	6,354	6,669
Budget Aide (UC)	00497	6,110	6,414	6,735	7,072	7,426	7,799
Budget Analyst (UC)	00496	6,936	7,281	7,648	8,029	8,432	8,854
Council Services Secretary (UC)	00830	4,715	4,953	5,200	5,458	5,736	6,019
Data Analyst (UC)	00498	6,936	7,281	7,648	8,029	8,432	8,854
Equity and Inclusion Coordinator (UC)	01515	6,936	7,281	7,648	8,029	8,432	8,854
Executive Assistant (UC)	00900	6,200	6,512	6,836	7,177	7,535	7,913
Executive Secretary (UC)	07392	5,483	5,756	6,050	6,354	6,669	7,004
Executive Secretary to the Police Chief (UC)	00140	5,483	5,756	6,050	6,354	6,669	7,004
Financial Analyst (UC)	00481	6,768	7,110	7,462	7,836	8,227	8,638
Human Resources Administrative Assistant (UC)	07069	4,531	4,760	4,997	5,246	5,511	5,786
Human Resources Analyst (UC)	01520	6,768	7,110	7,462	7,836	8,227	8,638
Human Resources Communications Specialist (UC)	08590	6,768	7,110	7,462	7,836	8,227	8,638
Human Resources Specialist (UC)	07070	4,531	4,760	4,997	5,246	5,511	5,786
Human Resources Technician (UC)	01250	5,539	5,813	6,110	6,414	6,735	7,072
Legal Office Assistant (UC)	07080	3,785	3,973	4,174	4,381	4,601	4,831
Legal Secretary (UC)	07120	4,692	4,928	5,174	5,433	5,705	5,992
Management Aide (UC)	01201	6,110	6,414	6,735	7,072	7,426	7,799
Management Aide (UC)	01200	6,110	6,414	6,735	7,072	7,426	7,799
Management Analyst (UC)	00750	6,936	7,281	7,648	8,029	8,432	8,854
Management Analyst (UC)	01720	6,936	7,281	7,648	8,029	8,432	8,854
Organizational Development and Training Analyst (UC)	00476	6,768	7,110	7,462	7,836	8,227	8,638
Paralegal (UC)	01670	5,564	5,843	6,140	6,446	6,768	7,110
Payroll Systems Analyst (UC)	07400	8,432	8,854	9,295	9,760	10,247	10,758
Payroll Technician (UC)	07410	5,539	5,813	6,110	6,414	6,735	7,072
Risk Management Analyst (UC)	01756	6,768	7,110	7,462	7,836	8,227	8,638
Risk Management Assistant (UC)	01753	4,316	4,531	4,760	4,997	5,246	5,511
Risk Management Specialist (UC)	01758	4,531	4,760	4,997	5,246	5,511	5,786
Risk Management Technician (UC)	01755	5,539	5,813	6,110	6,414	6,735	7,072
Senior Human Resources Specialist (UC)	07300	5,022	5,274	5,539	5,813	6,110	6,414
Senior Human Resources Technician (UC)	00770	6,110	6,414	6,735	7,072	7,426	7,799
Senior Legal Secretary (UC)	07310	5,221	5,483	5,756	6,050	6,354	6,669
Senior Paralegal (UC)	01675	6,768	7,110	7,462	7,836	8,227	8,638
Senior Payroll Technician (UC)	07415	6,110	6,414	6,735	7,072	7,426	7,799
Training Coordinator (UC)	01280	8,389	8,810	9,249	9,712	10,195	10,707

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

<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>STEP AA</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Administrative Secretary (UC)	07271	5,378	5,647	5,929	6,232	6,545	6,869
Budget Aide (UC)	00497	6,293	6,606	6,937	7,284	7,649	8,033
Budget Analyst (UC)	00496	7,144	7,499	7,877	8,270	8,685	9,120
Council Services Secretary (UC)	00830	4,856	5,102	5,356	5,622	5,908	6,200
Equity and Inclusion Coordinator (UC)	01515	7,144	7,499	7,877	8,270	8,685	9,120
Executive Assistant (UC)	00900	6,386	6,707	7,041	7,392	7,761	8,150
Executive Secretary (UC)	07392	5,647	5,929	6,232	6,545	6,869	7,214
Executive Secretary to the Police Chief (UC)	00140	5,647	5,929	6,232	6,545	6,869	7,214
Data Analyst (UC)	00498	6,971	7,323	7,686	8,071	8,474	8,897
Financial Analyst (UC)	00481	6,971	7,323	7,686	8,071	8,474	8,897
Human Resources Administrative Assistant (UC)	07069	4,667	4,903	5,147	5,403	5,676	5,960
Human Resources Analyst (UC)	01520	6,971	7,323	7,686	8,071	8,474	8,897
Human Resources Communications Specialist (UC)	08590	6,971	7,323	7,686	8,071	8,474	8,897
Human Resources Specialist (UC)	07070	4,667	4,903	5,147	5,403	5,676	5,960
Human Resources Technician (UC)	01250	5,705	5,987	6,293	6,606	6,937	7,284
Legal Office Assistant (UC)	07080	3,899	4,092	4,299	4,512	4,739	4,976
Legal Secretary (UC)	07120	4,833	5,076	5,329	5,596	5,876	6,172
Management Aide (UC)	01201	6,293	6,606	6,937	7,284	7,649	8,033
Management Aide (UC)	01200	6,293	6,606	6,937	7,284	7,649	8,033
Management Analyst (UC)	00750	7,144	7,499	7,877	8,270	8,685	9,120
Management Analyst (UC)	01720	7,144	7,499	7,877	8,270	8,685	9,120
Organizational Development and Training Analyst (UC)	00476	6,971	7,323	7,686	8,071	8,474	8,897
Paralegal (UC)	01670	5,731	6,018	6,324	6,639	6,971	7,323
Payroll Systems Analyst (UC)	07400	8,685	9,120	9,574	10,053	10,554	11,081
Payroll Technician (UC)	07410	5,705	5,987	6,293	6,606	6,937	7,284
Risk Management Analyst (UC)	01756	6,971	7,323	7,686	8,071	8,474	8,897
Risk Management Assistant (UC)	01753	4,445	4,667	4,903	5,147	5,403	5,676
Risk Management Specialist (UC)	01758	4,667	4,903	5,147	5,403	5,676	5,960
Risk Management Technician (UC)	01755	5,705	5,987	6,293	6,606	6,937	7,284
Senior Human Resources Specialist (UC)	07300	5,173	5,432	5,705	5,987	6,293	6,606
Senior Human Resources Technician (UC)	00770	6,293	6,606	6,937	7,284	7,649	8,033
Senior Legal Secretary (UC)	07310	5,378	5,647	5,929	6,232	6,545	6,869
Senior Paralegal (UC)	01675	6,971	7,323	7,686	8,071	8,474	8,897
Senior Payroll Technician (UC)	07415	6,293	6,606	6,937	7,284	7,649	8,033
Training Coordinator (UC)	01280	8,641	9,074	9,526	10,003	10,501	11,028

