REQUEST FOR COUNCIL ACTION

CITY COUNCIL MEETING DATE:
DECEMBER 19, 2017

TITLE:
AGREEMENT WITH THE PART-TIME CIVIL SERVICE SEIU (PTCS-SEIU) {STRATEGIC PLAN NO. 7, 4 & 6}

[Signature]
CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED
☐ As Recommended
☐ As Amended
☐ Ordinance on 1st Reading
☐ Ordinance on 2nd Reading
☐ Implementing Resolution
☐ Set Public Hearing For

CONTINUED TO

FILE NUMBER

RECOMMENDED ACTION

Adoption of a Memorandum of Understanding (Exhibit 1) with the Part-time Civil Service- SEIU (PTCS-SEIU) bargaining group regarding wages and other terms and conditions of employment for a term from July 1, 2017 through December 31, 2018, for an estimated cost of $13,700, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The City and the PTCS-SEIU employees recently completed contract negotiations resulting in a new eighteen month Memorandum of Understanding (MOU). The MOU covers July 1, 2017 through December 31, 2018. The terms reflect direction given to staff by City Council and the PTCS-SEIU employees voted and approved these terms in December 7, 2017.

The major provisions of this agreement include:


2. Salary Increase:

   A. Effective September 1, 2017, the base salary of all employees covered by this MOU shall be increased by two and one quarter percent (2.25%).

   B. Effective September 1, 2017 all employees whose salary is still under the market average based on the Classification and Compensation study completed by Public Sector Personnel Consulting in 2017 after application of the base increase will receive up to a maximum of an additional three percent 3%.

3. Health Insurance:

   Effective January 1, 2018 an employee who is covered under a spouse's non-city sponsored health plan and voluntarily waives, in writing, their City paid health insurance coverage will

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receive a cash payment each month in an amount equal to 75% of the full time adjusted monthly premium reimbursement for the City's "employee only" coverage.

4. Sick Leave:

Maximum accrual of sick leave with pay shall be four hundred (400) hours.

7. Vacation Accrual:

Effective January 1, 2018, unit employees shall accrue vacation at 75% of full-time SEIU employees. Maximum accrual shall be 75% of full-time SEIU accrual limit.

STRATEGIC PLAN ALIGNMENT

Approval of this item allows the City to meet Goal #7 – Team Santa Ana, Objective #4, Establish employee compensation that attracts and retains a highly qualified workforce and Objective #6, Provide a positive workplace environment that supports the health of its employees and celebrates its success.

FISCAL IMPACT

Funds are available in the affected departmental salary accounts (no. 61000). It is estimated that this agreement will result in a net cost to the City of $13,700 during the term of the agreement.

APPROVED AS TO FUNDS AND ACCOUNTS:

Edward S. Raya  
Executive Director  
Personnel Services Agency

Francisco Gutierrez  
Executive Director  
Finance and Management Services Agency

Exhibit 1: PTCS-SEIU MOU for July 1, 2017 through December 31, 2018
SEIU Local 721
City of Santa Ana
Part-Time Civil-Service
Memorandum of Understanding

July 1, 2017
through
December 31, 2018
MEMORANDUM OF UNDERSTANDING
BETWEEN

CITY OF SANTA ANA
AND
SANTA ANA CITY EMPLOYEES, CHAPTER 1939/
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

PART TIME CIVIL SERVICE EMPLOYEE

REPRESENTATION UNIT

JULY 1, 2017 – DECEMBER 31, 2018
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ARTICLE I

1.0 RECOGNITION

1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Santa Ana (hereinafter called the "City") has recognized the Santa Ana City Employees Chapter 1939/Service Employees International Union Local 721 (hereinafter called the "Union") as the recognized representative of the bargaining unit which includes Part Time Civil Service personnel employed by the City of Santa Ana in classifications listed in Exhibit "A".

1.2 During the term of this Agreement, no substantive issue of representation shall be raised contrary to this recognition except as provided in Resolution No. 81-75, the Employer-Employee Relations Resolution of the City of Santa Ana.
ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

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

The City and the Union shall reopen any provision of this MOU for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with State or Federal anti-discrimination laws.
ARTICLE III

3.0 ATTENDANCE, HOUR LIMITS, AND NUMBER OF EMPLOYEES

3.1 Attendance. Employees covered by this Agreement shall be in attendance at their work during hours prescribed by the Executive Director or his/her designee(s) and shall not absent themselves without approval of the Executive Director or his/her designee(s).

3.2 Hour Limits. Persons appointed to a Part Time Civil Service position work an average of 20–39 hours per week.

NOTE: Pay periods for Part Time Civil Service employees run from the 11th of the month, through the 25th of the same month, and from the 26th of the month through the 10th of the following month.

3.3 Number of Employees. The number of Part Time Civil Service positions during the term of this Agreement shall not exceed:

- Fifteen (15) in the Library Department
- Ten (10) in the Parks, Recreation, and Community Services Department
- Twelve (12) in all other departments

Should an adjustment to these numbers be requested by either party during the term of this Agreement, the parties agree to meet and confer regarding this matter.

3.4 Hourly Conversion. Whenever reference is made to a required number of days, months, or years for Full Time Civil Service employees in this Article, an equivalent number of hours shall be substituted to satisfy an equivalent requirement for Part Time Civil Service employees as defined in Section 3.2 of this Agreement.
ARTICLE IV

4.0 SALARIES

4.1 Basic Compensation Plan. There is hereby established a basic compensation plan for all Part Time Civil Service personnel who are now employed or will in the future be employed in any of the designated classifications of employment represented by the Union as listed in this Agreement and its attachments.

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

The respective rate ranges are identified by a three digit number. The steps within each range are identified by the letters “AA” through “E” inclusive, with Step “AA” being the lowest step in the range. For Part Time Civil Service employees, the purpose of each step and length of service required for advancement to the next step within a particular salary rate range is summarized as follows:

- AA Step — Normal beginning pay rate.
- A Step — After 1040 hours in next lower step. Also optional hiring rate.
- B Step — After 2080 hours in next lower step. Also optional hiring rate.
- C Step — After 2080 hours in next lower step. Also optional hiring rate.
- D Step — After 2080 hours in next lower step. Is maximum hiring rate.
- E Step — Merit rate. After 3120 hours in next lower step.

Specific regulations governing advancement within salary rate ranges for Part Time Civil Service employees are set forth in Section 4.8 of this Agreement.

4.3 Salaries.

Effective September 1, 2017 the base salary of all employees covered by this MOU shall be increased by 2.25%.

Employees whose classifications are deemed to be below the market average based on the 2017 compensation study prepared by the consultant firm, shall receive up to 3% base salary increase effective September 1, 2017, above the 2.25% base salary increase mentioned above. Such increase shall not exceed the amount necessary to bring the classifications compensation to the market average.

A. During the term of this MOU, should any other employee bargaining unit of the City receive any base salary rate increase that exceeds those set forth in
Subsection “A” above, SEIU Part-Time Civil Service employees shall receive the same base salary increase or equivalent as applied to the salary matrix (where applicable) retroactive to the date such increase went into effect for the other bargaining unit.

B. The assignment of classes to salary rate ranges is listed in the City’s salary schedule, as periodically updated and published by the City.

4.4 **Application of Basic Compensation Plan.** The salary rate ranges contained in Section 4.2 and the City’s salary schedule, as periodically updated and published by the City, are monthly salary rate ranges. However, all employees working in classifications of employment covered by this Agreement shall be compensated at an hourly rate. The regular rate of pay shall be computed as provided for by the Fair Labor Standards Act (FLSA).

Any hourly rate of pay, defined as the regular hourly rate of pay, shall be computed by dividing the monthly salary rate by 173.33. In determining the hourly rate as herein provided, computation shall be made to the nearest whole cent and a computation resulting in an even one-half cent shall fix the rate at the next higher whole cent.

4.5 **Probation.** The probationary period shall be the hourly equivalent of one (1) year (2080 hours) from the date of appointment from an open eligible list (new hire) or a reappointment eligible list (rehire) and the hourly equivalent of six (6) months (1040 hours) from the date of appointment from a promotional eligible list.

4.6 **Beginning Rates.** A new employee of the City of Santa Ana shall be paid the rate shown as Step “AA” in the salary rate range allocated to the class of employment for which he or she has been hired. In special instances where such new employee possesses unique and exceptional educational training and/or experience qualifications, the Executive Director, 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,” or “D” within the allocated salary rate range, provided that such employee shall be assigned such salary step upon the commencement of his or her 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 said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article.

4.7 **Service.** The word “service” as used in this Agreement shall be deemed to mean continuous, full time service or an equivalent number of hours (one (1) year = 2080
hours; six months = 1040 hours) 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 Agreement, and such employee reentering the service of the City shall be considered as a new employee, except when he or she is being or will be reappointed within one (1) year and placed in the same salary step in the appropriate salary rate as he or she was at the time of termination of employment. "Resignation, quit, or discharge" for purposes of this section shall mean separating from Part Time Civil Service City position in an unrelated classification outside the career ladder.

4.8 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 4.2 and the City’s salary schedule, as periodically updated and published by the City.

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 4.2 and the City’s salary schedule, as periodically updated and published by the City; 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 his or her position. Such merit advancement shall require the following:

1. There shall be on file in the office of the Executive Director of Personnel Services 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 his or her last salary advancement.

2. The Executive Director, 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 Executive Director 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 4.10 of this Article.

C. Length of Service Required When Advancement Denied. When an employee has not been approved for advancement to merit Step “E,” he or she may be reconsidered for such advancement after the completion of 520 hours of additional service and shall be reconsidered for such advancement after the completion of 1040 hours of additional service. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subparagraph B of this section.

4.9 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 Executive Director, and the approval of the City Manager. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 4.8 above, and such employee may be considered for readvancement under the same provisions as contained in Subsection C of Section 4.8 above.

4.10 Promotional Salary Advancement. When an employee is promoted to a position in a higher classification from a position in a lower classification in the same occupational career ladder, he or she 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 said Step “AA,” he or she will be placed in the lowest step in the appropriate salary rate range as will grant that employee a minimum increase of one (1) salary step (approximately 5%) over his or her 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 one (1) salary step (approximately 5%) increase.

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

A. The salary rate shall be reduced by at least one (1) step (approximately 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 his or her service time in the higher classification been spent in the lower classification.

D. If the salary rate recommended by the Executive Director is lower than the maximum step permissible under Subsection C above, 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 (Section 4.9, above).

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

5.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES

5.1 Assignment Pay Differential.

Any full time SEIU bargaining unit member(s) receiving assignment pay differential who moves into the SEIU PT CS bargaining unit during the term of this Agreement will continue to receive assignment pay differential if that member(s) continue performing the job duties for which the assignment pay differential was originally given.

5.2 Lead Pay. An incumbent who is regularly and continuously assigned to lead a functional unit which includes two (2) or more Part Time Civil Service positions in the same or lower classifications as the incumbent may be compensated at a rate of ten (10) salary rate ranges (approximately 5%) for said duties upon mutual agreement of the City and SEIU and approval of the Executive Director of the affected department and the Executive Director of Personnel Services. This compensation shall be referred to as “lead pay.”

5.3 Bilingual Pay. An employee who is assigned by an Executive Director or his or her designee to a position requiring bilingual capability in both English and any languages designated by the Orange County Registrar of Voters as necessary for official voting information and/or the federal Voting Rights Act, shall be paid a monthly assignment pay differential in accordance with the criteria and amounts set forth below:

A. Certification by the Executive Director of Personnel Services as having satisfactorily demonstrated conversational fluency in both languages for any position requiring bilingual capacity.

B. Positions where it has been determined by the Executive Director of the affected department 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 prorated amount based on $175 per 173.33 hours above his or her then current base hourly salary step.
C. Positions where it has been determined by an Executive Director that regular and frequent bilingual usage is necessary to the performance of duties, but not a major, essential or integral element of the work, shall be designated as Secondary Bilingual Assignments. A qualified incumbent of such position shall be paid a prorated amount based on $40 per 173.33 hours above his or her base hourly 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 Executive Director and the City Manager.

E. There shall be periodic recertification of such bilingual capability.

5.4 Shift Differential.

A. Generally. An employee in a class represented by the Union who is continuously and regularly assigned to a schedule of work which requires that he or she actually work a minimum of four and one-half (4½) hours between the hours of 5:00 P.M. and 7:00 A.M., shall be paid a shift differential for his or her entire work shift at a rate set ten (10) salary rate ranges (approximately 5%) higher than his or her then current base monthly salary step; except, however, such shift pay differential shall not be applicable to employees in the classification of Park Ranger and Supervising Park Ranger.

B. Early Morning Street Crews. A Street Maintenance employee who is assigned to traffic painting or downtown cleanup crews who is continuously and regularly assigned to a schedule of work which requires that he or she actually work at least fifty percent (50%) of his or her normal daily work shift between the hours of 1:00 A.M. and 7:00 A.M., shall be paid a shift differential for his or her entire work shift at a rate set ten (10) salary rate ranges (approximately 5%) higher than his or her then current base monthly salary step.

C. 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.

Water Production staff shall be required to serve on standby duty and receive standby pay as defined above. The City's preference shall be to
accomplish the above through volunteers; however, qualified employees may be directed to be on standby if the number of volunteers is insufficient.

In addition to the $200 per week standby pay, if an employee is able to handle the incident by phone or other electronic means without reporting to duty, he shall be entitled to overtime pay at the rate of 15 minutes or actual time spent per incident whichever is greater, paid at time and one-half (1½) per incident.

5.5 Temporary Upgrade Assignment Pay. In order to provide an equitable method of compensating employees who are assigned temporarily to a vacant, full-time, budgeted, higher-level position the following shall apply:

A. General Guidelines.

1. Temporary Upgrade Assignments shall be limited to the temporary filling of vacant, full-time, budgeted positions due to the termination, promotion or authorized long-term absence of the incumbent. A temporarily vacant position need not be a position without an incumbent.

2. Each such assignment may be terminated at any time, but in no event shall such assignment continue beyond one hundred eighty (180) days of such assignment.

3. Prior to recommending to the City Manager that a pay differential for a Temporary Upgrade Assignment be granted, the Executive Director shall make the following determinations:

   a. The duties and responsibilities of the position to be filled are of such nature that they cannot remain unassigned pending the return to duty of the absent incumbent or preparation of an eligible list whichever is applicable.

   b. It is not practical to assign the duties of the vacant position to any other employee or employees in the same or higher classification.

4. The City Manager or his designee must give written approval of all Temporary Upgrade Assignments involving an increase in pay for the appointee.
B. Eligibility.

1. With the exception of those described in paragraph 3 below, regular, Part Time Civil Service employees shall receive Temporary Upgrade Assignment Pay only upon approval by the City Manager and if the following criteria are met:

   a. The work assumed encompasses the majority of the typical duties and responsibilities of the vacated position.

   b. Employees must serve ten (10) consecutively scheduled working days of six (6) hours in an acting capacity to qualify for assignment pay.

   c. Normally granted holidays will be included in computing actual duty days.

2. Whenever practicable, the appointing authority shall rotate Temporary Upgrade Assignments among all qualified employees.

3. Employees in the following categories shall not be assigned to Temporary Upgrade work unless specifically authorized by the City Manager:

   a. Non-permanent employees (Probationary, Part-time, Seasonal, etc.).

   b. Employees performing work above their regular class in a training capacity.

   d. Part Time Civil Service employees.

C. Payment.

1. On the eleventh (11th) consecutively scheduled working day an employee has been serving in a Temporary Upgrade Assignment, and for each additional consecutively scheduled working day the employee so serves, he or she shall receive the beginning rate (Step "AA") assigned to the higher classification or the lowest rate in that range which is at least ten (10) salary rate ranges (5%) higher than the current base salary rate he or she normally receives, whichever is greater.

   If an employee has worked ten (10) consecutive days during the term of this Agreement in a higher classification, the employee shall thereafter receive upgrade pay for each day the employee is assigned to work in the higher classification during the term of this Agreement. Employees must requalify
for an upgrade (Temporary Assignment) if the employee has not worked in this specific upgrade assignment for a period of 18 consecutive months. The employee shall only be considered to work in a higher classification if such work is duly and specifically authorized by the employee’s Executive Director.

2. Special pay differentials, such as shift differential, bilingual pay, special skill pay, etc., being paid to an employee prior to becoming eligible for Temporary Upgrade Assignment Pay, will not be considered in computing the amount of higher pay to which he or she is entitled in Subparagraph 5.5C above, unless the special circumstances upon which said additive is based are also applicable to the Temporary Upgrade Assignment and the employee otherwise meets the criteria established for such pay differential.

3. Temporary Upgrade Assignments which entail moving an employee into a classification represented by an employee unit other than that which represents his or her permanent classification shall not include any change in fringe benefits for the affected employee.

4. While working in a Temporary Upgrade Assignment, an employee will continue to accrue, and have recorded, general, special or normal salary step increases in the employee’s permanent position; however, such salary increases will be paid only to maintain the minimum five percent (5%) differential above the salary to which an employee is entitled in his or her permanent position.

5.6 **Assignments — Discretion.** All assignments of personnel to positions set forth in Sections 5.1 through 5.5 above shall be made or revoked at the discretion of the City Manager.

5.7 **Reserved.**

5.8 **Career Development Incentives.** Any full time SEIU bargaining unit member(s) receiving career development incentive pay who moves into the SEIU PT CS bargaining unit during the term of this MOU will continue to receive development incentive pay if that member(s) continue performing the job duties for which the development incentive pay was originally given.
ARTICLE VI

6.0 OVERTIME

6.1 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.

6.2 Definition. Overtime work is defined as:

A. That authorized or required time worked in excess of 40 hours per work week. A workweek is a fixed and regularly recurring period of 168 consecutive hours — 7 consecutive 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 XX, City Rights, infra.

B. 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.

6.3 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 forty (40) hours per week shall entitle the employee to overtime compensation.

However, paid time off for vacation leave, sick leave, holiday leave, compensatory time off, Union President’s Leave and Union Business Leave shall not be credited towards the forty (40) hour workweek, unless the employee is required to work by management.

6.4 Compensation for Overtime.

A. The preferable method by which overtime shall be compensated is by monetary payment, at one and one-half (1½) times the employee’s regular rate of pay, subject to the provisions of Subsection “C” below.
B. Should the Department Head determine that the best interests of the City will be served thereby, his or her designee may permit an employee to be compensated for overtime work by taking paid compensatory time off at the rate of one and one-half (1½) times the employee’s regular base rate of pay.

C. Employees shall have the option to convert a maximum of eighty (80) hours of time and one-half (1½) paid overtime (in compensation for 53½ overtime hours worked) to time and one-half (1½) compensatory time off benefits. Such compensatory time off shall be taken at the discretion of the employee subject to the operational needs and staffing requirements of the department.

D. Time off with pay to compensate for overtime worked may be accumulated to a maximum of eighty (80) hours.

E. Because each hour of overtime worked is programmatically accrued on a time and one-half (1½) basis, compensatory time off will be taken, and monetary payment will be paid, on a straight-time basis. Also, upon termination, any earned, unused compensatory time off (“time-on-the-books”) will 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 (½) hour.

G. If compensatory time off is used in excess of that available, such excess compensatory time off will 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, he or she shall forthwith be compensated for any overtime accumulated to the time immediately preceding such promotion or separation.
6.5 **No Effect on Other Benefits.** Overtime work shall not apply to the earning of employee benefits (retirement, vacation, and sick leave accrual), toward the completion of probationary period or to progression within a salary rate range.

6.6 **Overtime Work to be Minimized.** To the extent that he or she is reasonably able to do so, the Department Head or his or her designee shall arrange work programs to minimize overtime work. Necessary overtime work shall be apportioned among employees of like classification and assignment.

6.7 **Call-Back Duty.** Any employee covered by this Agreement who is recalled to active duty from off-duty, shall be entitled to overtime pay at the rate of one and one-half (1½) 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.

6.8 **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 Part Time Civil Service employees of the City to work overtime or off-shift as he or she shall determine to protect life and property within the City.

6.9 **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 Agreement; however, no such changes shall be made except on mutual agreement.
ARTICLE VII

[RESERVED]
ARTICLE VIII

8.0 HOLIDAYS

8.1 Legal holidays observed by Part Time Civil Service permanent and probationary employees of the City of Santa Ana are as follows:

- January 1 — New Year’s Day.
- Third (3rd) Monday in January — In observance of Martin Luther King, Jr.’s Birthday.
- Third (3rd) Monday in February — In observance of Presidents’ Day.
- Last Monday in May — In commemoration of Memorial Day.
- July 4th — In observance of Independence Day.
- First (1st) Monday in September — In observance of Labor Day.
- November 11th — In observance of Veteran’s Day.
- Fourth (4th) Thursday in November — In observance of Thanksgiving Day.
- The Friday immediately following Thanksgiving Day.
- 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 25th — In observance of Christmas Day.
- One (1) Floating Holiday — Any workday selected by the employee with prior permission of the employee’s supervisor.
- Every day proclaimed by the Mayor of the City as a holiday for City employees.
- Any holiday which falls on a Sunday will be observed on the following Monday.
- Any holiday which falls on a Saturday will be observed on the Friday preceding the holiday.
8.2 Each Part Time Civil Service employee shall be entitled to receive pay for six (6) hours for each of the holidays specified in 8.1 above. This shall equate to a total of 72 hours per calendar year.

8.3 A newly appointed employee must actually work at least one (1) day preceding the day a holiday listed in Section 8.1, 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 8.1, actually occurs in order to receive compensation for the holiday.

A newly appointed employee must complete six (6) months of continuous Part Time Civil Service in order to receive credit for the Floating Holiday listed in Section 8.1 above.

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

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

9.2 **Administration.**

A. Part Time Civil Service employees shall earn vacation on a monthly basis as set forth in the following table.

<table>
<thead>
<tr>
<th>Beginning Years</th>
<th>Annual Vacation Accrued</th>
<th>Monthly Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>72</td>
<td>6.0</td>
</tr>
<tr>
<td>2</td>
<td>72</td>
<td>6.0</td>
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<td>4</td>
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<td>12.0</td>
</tr>
<tr>
<td>20</td>
<td>150</td>
<td>12.5</td>
</tr>
</tbody>
</table>

B. A Part Time Civil Service employee who has completed less than one year's service during the calendar year shall receive a proportionate fraction in accordance with the amount of service to his or her credit during the year; provided, however, no Part Time Civil Service employee shall be entitled to or
receive payment for any vacation until he or she has completed six (6) months of continuous service.

C. On or after the first (1st) day of the month following completion of six (6) months of continuous Part Time Civil Service, an employee may be allowed to take all, or a proportionate fraction of, his or her earned vacation, subject to scheduling approval of the employee’s supervisor.

D. Limit: The maximum total accrual of vacation leave with pay shall be equal to two years of earned vacation. Vacation time off may be taken in increments as small as one-half (½) hour with fractional usage rounded upward to the next higher multiple of one-half (½).

E. Computation of Regular Vacation.

1. Should an employee be confined to a hospital for sickness or injury while on authorized vacation, each full day of such confinement, when confirmed by a physician’s statement and approval of the Executive Director, may be deducted from the computation of vacation expended and charged against the employee’s accumulated sick leave.

2. The time at which an employee shall take his or her vacation shall be determined by the Executive Director, with due regard for the wishes of the employee and particular regard for operational needs.

9.3 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; finally, deducted from the next scheduled salary payment.

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

9.5 Vacation Buy-Back. Employees covered by this agreement are eligible to require the City to buy-back up to thirty six (36) hours of their accrued vacation per calendar year.

9.6 Impact of Promotion or Transfer. In the event an employee accepts another City position outside of the bargaining unit, their length of service in the Part Time Civil Service unit will be used in determining eligibility for vacation accrual. Length of service in the Part Time Civil Service unit will be calculated at .75 per each year of full time service.
ARTICLE X

10.0 OTHER LEAVES OF ABSENCE

10.1 Sick Leave. 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 at the prorated amount based on hours worked will be allowed such employee during the first three (3) days of the statutory waiting period. If the workers' compensation related illness or injury continues past the initial three (3) consecutive days, the employee will have the three (3) used sick days recredited to his or her account. Paid sick leave at the prorated amount will continue until the fourth (0) day when the City pays the employee workers' compensation benefits for such illness or injury. If the employee does not have sufficient accumulated sick leave at the commencement of such industrial illness or injury, they will be advanced sick leave for this purpose. Subsequently, the City will deduct an equal amount previously advanced from any sick leave accrued by the employee until the total amount is recovered. If the employee terminates before recovery of all advanced sick leave, the City will deduct the unrecovered cost of sick leave from such terminated employee's final paycheck, to the extent possible.

The City may authorize employees to use sick leave, 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.

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 his or her position, and shall be deemed to include time in quarantine resulting from exposure to a contagious disease. Pursuant to the California Healthy Workplaces/Healthy Families Act of 2014, sick leave includes diagnosis, care, and treatment of, or preventative care for an employee or an employee's qualified family member and specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.

B. Administration. Part Time Civil Service employees shall earn six (6) hours per month of sick leave, for a total maximum annual accrual of 72 hours per year.
C. **Authorized Only When Necessary.** Sick leave is not a right which an employee may use at his or her discretion, but shall be allowed only in cases of actual sickness and disability, or necessity, as authorized in Subsection J below.

D. **Limit.** The total maximum accrual of sick leave with pay shall be four hundred (400) hours. Sick leave usage of less than a full day shall be charged in minimum increments of one-half (½) hour, with fractional usage rounded upward to the next higher multiple of one-half (½).

E. **Extended.** The City Manager may grant leave up to six (6) months without pay to an employee who has exhausted all of his or her accrued sick leave if a licensed physician designated by the City Manager indicates that the employee will be sufficiently recovered to return to his or her employment within a six (6) month period. Prior to the expiration of the additional time, the employee may return to his or her position provided that the employee has a certificate from one of the above mentioned physicians stating that the employee is able to perform all the duties of his or her 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.** After an employee’s sick leave has been exhausted, he or she may be granted permission to use any unused compensatory time off benefits or unused vacation leave.

G. **Notice.** The employee taking sick leave shall notify his or her immediate supervisor either prior to or within four (4) hours after the time he or she is 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 his or her Executive Director 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. Such certificate shall be transmitted to the Executive Director of Personnel Services with the report of the employee’s return to work.

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

H. **Denial.** No employee shall be entitled to sick leave with pay while absent from duty because of sickness or injury purposely self-inflicted or caused by willful
misconduct; or, sickness or disability sustained while engaged in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.

I. **Excess Usage.** If sick leave is used in excess of that due and available to an employee, such excess sick leave will first be deducted from any available compensatory time off benefit; second, deducted from vacation leave; third, from the next scheduled salary payment.

J. **Necessity Leave.** Each employee shall be afforded the opportunity to use up to 36 hours of sick leave per calendar year, on a non-cumulative basis, as personal necessity leave. Personal necessity leave may be used to attend to an illness of a family member.

"Family member" means any of the following:

1. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

3. A spouse.

4. A registered domestic partner.

5. A grandparent.

6. A grandchild.

7. A sibling.

Or any member of the employee’s household related by blood or marriage; 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.

Necessity leave may also be used: a) to attend to a serious accident to members of the employee’s immediate family; b) childbirth; c) to cope with imminent danger to the employee’s family, home, or other valuable property; d) when
the existence of external circumstances beyond the employee's control make it impossible for him or her to report for duty; or e) attend to medical or dental appointments for members of the employee's household or family member as defined above.

10.2 Military Leave.

A. **Proof of Orders and Reinstatements.** An employee shall be granted military leave if he or she furnishes the Executive Director of Personnel Services satisfactory proof of his or her order to report for duty. Upon return and upon showing of proof of actual service pursuant to such orders, he or she will be reinstated as provided by law.

B. **Temporary.** Members of the reserve forces of the United States, or the National Guard, granted temporary leave when ordered to duty, will be granted leave with pay not to exceed thirty (30) working days in each calendar year after the hourly equivalent of one (1) year of service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

10.3 **Jury and Witness Leave.** When an on-duty employee is called to serve as a juror or nonparty witness in any court action, he or she shall be allowed to leave for the time actually required for such service, not to exceed six (6) hours per day, without loss of pay. Each on-duty employee called for such service shall present to his or her Executive Director for examination the subpoena calling him or her 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.

10.4 **Examination Leave.** Employees participating in examinations conducted during their normal working hours for positions in the competitive service of the City of Santa Ana will be granted leave with pay for the time actually required.

10.5 **Unauthorized Absence.** Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without leave for five (5) consecutive working days shall be deemed a resignation from service; provided, however, if upon return to duty the person so absenting himself or herself makes an explanation satisfactory to the Executive Director regarding the cause of his or her absence, the Executive Director may restore him or her to his or her position, with the City Manager's approval.
10.6 **Authorized Absence Without Pay — Short Term.** Absence without pay not to exceed five (5) consecutive working days, may be authorized by the Executive Director. Absence without pay not to exceed fifteen (15) calendar days may be authorized by the Executive Director with the approval of the City Manager. Such an absence may be authorized only if in the judgment of the Executive Director it serves the best interest of the City.

10.7 **Authorized Absence Without Pay — Long Term.** Upon receipt of a written request from an employee having permanent status, plus action by the Executive Director recommending approval of the request, the City Manager may grant a leave of absence without pay for up to six (6) months.

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.

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

10.8 **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 there from. 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 will take the leave and the estimated duration of the leave. Health and welfare insurance coverage will be continued only if the employee continues to pay a cash premium to continue coverage while on a leave of absence without pay.
10.9 **Family Medical Leave Act.** The City shall comply with all applicable provisions of the Family Medical Leave Act (FMLA).

10.10 **Bereavement Leave.**

A. An employee shall be granted up to three (3) working days' leave of six (6) hours each without loss of pay in case of death of a member of the employee’s immediate family. Such leave is designated as bereavement leave. “Immediate family” as used in this section is limited to:

1. Any member of the employee's household related by blood or marriage;

2. A parent, parent-in-law, stepparent, spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, 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. An employee may use up to twelve (12) hours of additional leave charged to their Personal Necessity Leave balance when authorized by the Executive Director.

10.11 **Industrial Leave.** Any period of time during which an employee is required to be absent from his or her position by reason of an industrial injury or industrial illness for which he or she is entitled to receive compensation shall not be considered a break in continuous service for the purpose of his or her right to salary adjustments or to the accrual of vacation and seniority.
ARTICLE XI

11.0 EMPLOYEE INSURANCE

11.1 **Health Insurance.** Part Time Civil Service employees shall be eligible to participate in the City’s insurance programs as outlined below.

A. The City will contribute 75% or depending on the individual employees’ selection of CalPERS health insurance the entire premium, whichever is less, of the City contribution allotted to full time SEIU members for health insurance premium costs for the employee and any dependents.

B. The City will contribute 75% or depending on the individual employees’ selection of dental insurance, the entire premium, whichever is less, of the City contribution allotted to full time SEIU members for dental insurance premium costs for the employee and any dependents.

C. An employee who is covered under a spouse’s non-city sponsored health plan and voluntarily waives, in writing, their City paid health insurance coverage will receive a cash payment each month in an amount equal to 75% of the full time adjusted monthly premium reimbursement for the City’s lowest “employee only” coverage. Employees must show proof of qualified group health insurance coverage.

11.2 **Long-Term Disability (L.T.D.) Insurance.** The City shall allow employees, for the term of this Agreement, to participate in any aspect of the Plan offered to the City at the City rate. The cost for this benefit shall be borne by the employee.

11.3 **Life Insurance.** The City shall allow employees, for the term of this Agreement, to participate in any aspect of the plan offered to the City at the City rate. The cost for this benefit shall be borne by the employee.

11.4 **Vision Plan.** The City shall offer a non-contributory vision plan through payroll deduction for employees wishing to participate in such a plan.

11.5 **Insurance Committee.** 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, the Union shall have an equal number of representatives as the City on such a committee to meet as necessary.
ARTICLE XII

12.0 RETIREMENT

12.1 General. The terms of the existing contract between the City and the California Public Employees' Retirement System (CalPERS) governing City retirement benefits for affected employees are incorporated by reference herein. Each Part Time Civil Service employee shall be a member of the CalPERS system, and the City shall make contributions to CalPERS in accordance with its contract with CalPERS for affected employees covered by said contract as amended.

12.2 Deferred Retirement. The City will continue to make payments to CalPERS on behalf of each employee covered by this agreement, in an amount necessary to pay 100% of his or her individual employee retirement contribution which is equal to eight percent (8%). Such payments shall be credited to the individual employee's CalPERS account.

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

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.

12.3 2.7% at 55 Service Retirement Benefit for Miscellaneous employees. The City contracts with CalPERS to provide Miscellaneous employees who do not qualify as "New Members" under PEPRA with the 2.7% at 55 Service Retirement benefit.

The employee contribution rate for Miscellaneous employees who do not qualify as "New Members" under PEPRA shall be (8%) percent of CalPERS reportable compensation. All employee contributions for retirement benefits are paid to the employer portion of the City's CalPERS contribution. This payment shall be paid in accordance with Government Code section 20516(f).

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.
12.4 2% @ 62 Service Retirement Benefit for “New Member” Miscellaneous employees. The City agrees to provide Miscellaneous employees covered by this MOU who are defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act (PEPRA) of 2013 with the 2% @ 62 Service Retirement benefit.

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

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

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

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

12.5 Credit for Unused Sick Leave. An employee covered by this Agreement can have unused, accumulated sick leave at the time of retirement converted to additional service credit at the rate of 0.004 years of service credit for each eight (8) hours of unused sick leave. Alternatively, employees can opt to direct their sick leave balance into their RHS account per Section 12.7 below.

12.6 Military Service Credit as Public Service. An employee covered by this Agreement may elect to purchase up to four (4) years of service credit for any continuous active military, Reserve Forces, National Guard 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.

12.7 The Medical Retirement Subsidy Plan was dissolved by agreement between the parties during the 2015-2017 MOU term.
A. The City amended the contract with ICMA -RC to allow SEIU members to participate in the "Vantage Care" Retirement Health Savings Plan effective January 1, 2016. The City and Union agree to the following elements:

1. 1.25% of base pay will be deposited into employees' individual RHS accounts each pay period. Effective upon adoption of this MOU an additional .25% of base pay, for a total of 1.5%, will be deposited into employee's individual RHS accounts each pay period.

2. Upon an employee's termination of employment with the City, their eligible sick leave balances will be directed into the individual's RHS account and the Employer VantageCare Retirement Health Savings ("RHS") Plan Adoption Agreement based on the plan guidelines as determined by SEIU) to provide the employee and his or her designated eligible dependents, if any, with benefits under any health insurance program including, but not limited to, the program maintained by the City.

3. Upon retirement, the balance of an employee's sick leave accrual after eligible RHS payments are made, will be converted into CalPERS Service Credit.
ARTICLE XIII

13.0 TOOL REIMBURSEMENT POLICY

13.1 Employees classified as Fleet Equipment Technician I, II or III, or Fleet Equipment Supervisor shall continue to provide such tools as are ordinarily used in the trade which shall be the personal tools of the Technician. The City will continue with one (1) or more vendors an account(s) for said employees who have at least one (1) year of service in such classifications. Such employees shall be allowed up to $900 per fiscal year with such vendor(s) in order to purchase tools which, in the sole determination of the Fleet Services Manager, are necessary for the performance of such employee's job duties. The City's policy and procedure for the replacement of stolen tools shall be the same as it existed prior to the effective date of this Agreement. The City shall bear no liability or responsibility for such tools except as provided in this Section.
ARTICLE XIV

14.0 UNIFORM MAINTENANCE

14.1 All employees who are required by the City to wear a uniform while on duty shall continue to be provided seven (7) sets of clean uniforms every two (2) weeks at no cost to the employees. All field/yard maintenance, custodial and equipment repair employees shall be provided eleven (11) clean sets every two (2) weeks at no cost to the employee. All Police Records Personnel and the Senior Office Assistants assigned to the traffic window shall be provided three (3) sets of uniforms made of Dacron and one (1) wool sweater. The Union agrees that any such employee who wishes to be provided with one (1) or more additional clean sets per week above the amounts specified above will be required to pay the extra cost incurred for such additional set(s).
ARTICLE XV

15.0 SAFETY

15.1 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.

15.2 Central Safety Committee. Part Time Civil Service employees are eligible to serve on the City’s Central Safety Committee. However, in no case shall the total number of SEIU members (both Full Time and Part Time Civil Service) exceed two (2) representatives and two (2) alternates.

15.3 Safety Shoes.

A. The City agrees to pay up to two hundred dollars ($200) per fiscal year to each employee required to wear safety shoes/boots, for the purchase and/or repair of approved safety shoes/boots. The option of purchase and/or repair shall be at the sole discretion of the employee.

B. All safety shoes/boots purchased under this program must have steel reinforced toes and insteps and bear the official stamp of approval from the American National Standards Institute (ANSI), z-41.

C. If a particular class of employment is designated as requiring its incumbents to wear safety shoes, then it will be mandatory for all incumbents of that class to wear the type of safety shoe (boot or low-quarter) deemed to be appropriate by the Executive Director. (Some exemptions may be allowed, on a case-by-case basis, depending on the type and amount of exposure to hazard in particular positions and subject to the approval or disapproval of the City’s Safety Officer).

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

[RESERVED]
ARTICLE XVII

17.0 GRIEVANCE REVIEW PROCEDURE

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

17.2 Informal Process — First Step

A. An employee and/or his or her designated representative must first attempt to resolve the grievance on an informal basis through discussion with his or her immediate supervisor without undue delay, but in no case, beyond a period of fifteen (15) working days after the occurrence of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance.

B. Every effort shall be made to find an acceptable solution to the grievance through this informal means at the most immediate level of supervision.

C. In order that this informal procedure may be responsive, both parties involved shall expedite this process. If, within fifteen (15) working days a mutually acceptable solution has not been reached at the informal level, the employee and/or the employee's designated representative shall then set forth the grievance in writing, indicate the specific MOU provision, rule or regulation allegedly violated, the nature of the action desired, sign it, and submit it in duplicate to the employee's Executive Director. At this point, the grievance review process becomes formal. Should the grievant fail to file a written grievance, and in the manner specified above, within fifteen (15) working days after first discussing the grievance with the employee's immediate supervisor, the grievance shall be barred and waived.

D. Any resolution of the grievance at the informal stage by any person other than a middle manager or above shall not become precedence or be used to establish past practice regarding implementation, interpretation, or application of this Agreement.
17.3 **Formal Process.**

A. **Second Step.** The Executive Director or his or her designated representative shall meet with the employee and/or the employee’s designated representative within fifteen (15) working days after the grievance has been submitted to the Executive Director. The Executive Director, or his or her designated representative, shall review the grievance and may affirm, reverse or modify the disposition made at the First Step and shall deliver his or her answer to the employee and/or the employee’s designated representative within ten (10) working days after said meeting.

B. **Third Step.** If the grievance is not satisfactorily resolved at the Second Step, the employee and/or the employee’s representative may submit the grievance in writing to the City Manager or his or her designated representative within thirty (30) days of being informed of the disposition made at the Second Step. Failure of the grievant and/or his or her designated representative to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the disposition made at the Second Step.

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

A copy of the written grievance to the City Manager, or his or her duly authorized representative, and of the City Manager’s or his or her representative’s written decision, shall be filed in the personnel records of the department and the grievant’s personnel jacket maintained in the City Personnel Services Department.

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

18.0 UNION RIGHTS

18.1 Release Time for Union Representatives. The Union shall have the right to appoint/elect a reasonable number of representatives who are recognized by the City as officers or worksite leaders/stewards.

A. One worksite leaders/stewards shall be recognized by the City for the Part Time Civil Service category of employment.

B. The City’s Executive Director of Personnel Services shall be provided with a list of names and classification titles of the Union’s officers as set forth in the Santa Ana City Employees, Chapter 1939/Service Employees International Union. Local 721 Bylaws, as well as the names and classification titles of all worksite leaders/stewards and other Union representatives. The Union agrees to inform the City in writing of any changes in said list within ten (10) calendar days.

C. During the term of this MOU, the City agrees to grant a reasonable amount of City time, without loss of pay or benefits, to enable the officers and worksite leaders/stewards to assist other bargaining unit employees in processing grievances under the Grievance Review Procedure.

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.

Any unauthorized or unapproved time used by worksite leaders/steward, officers to investigate, discuss, process or meet in conjunction with pursuing a grievance or complaint shall be charged to that employee’s vacation or comp time leave bank.

The Union shall limit the number of officers or worksite leaders who participate in the investigation or appear at hearings on City time to one representative and a Board member.
D. Union Business Leave Time. In addition to the above time, officers and worksite leaders/stewards shall be granted thirty two (32) hours per fiscal year.

The purpose of this additional thirty two (32) hours per fiscal year shall be to enable the officers and worksite leaders/stewards to participate in union activities which may include conventions, seminars and meetings that are otherwise not covered by this MOU. Such time shall be paid by the Union.

However, such officers and worksite leaders/stewards shall make advance arrangements with their supervisors prior to absenting themselves for such purposes.

The officers and worksite leaders/stewards shall be required by the City to record and report to their supervisors on the work time spent on Union business.

Any unauthorized or unapproved time used by officers and worksite leaders/stewards to conduct union business shall be charged to that employee’s vacation or comp time leave bank.

E. If, at some point in the future, the President for the SEIU bargaining unit is elected from the Part Time Civil Service category of employment, then all rights and privileges pertaining to President’s leave set forth in the full-time SEIU MOU with the City, Article 18, shall apply.

18.2 Worksite Access.

A. Officers, worksite leaders/stewards and/or paid Union representatives shall be permitted to visit break and lunch areas designated by the City, before or after work or during designated lunch periods for the purpose of discussing Union business, provided that arrangements are made in advance with the manager responsible for the worksite.

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, the Union and the City will agree on an alternate meeting/conference facility for the purpose of providing a place for the Union to hold a meeting before or after work or during lunch periods. If the City facility provided the Union 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 the Union, such as collecting dues, holding membership meetings, preparation of petitions, preparation of proposals, 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 the Union, 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.

18.3 **Release Time for Employee Representatives.**

A. In the event that the Union 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 the Union 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.

18.4 **Use of Bulletin Boards.** Space shall be made available to the Union on the City’s existing employee bulletin boards for the purpose of posting notices pertaining to Union business, subject to the following conditions:

A. Materials posted by the Union 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 shall not be derogatory to the City, City employees or other employee organizations.
C. All materials shall be dated, identify the Union and bear the signature of the authorized representative(s) of the Union responsible for their issuance.

D. The City reserves the right to determine what reasonable portion of employee bulletin boards are to be allocated to Union materials.

E. If the Union does not abide by these provisions, it will forfeit its right to have materials posted on the City’s employee bulletin boards.

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

18.5 **Use of City Facilities.** The City shall allow the Union 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, the Union 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 XIX

19.0 DUES DEDUCTION & INDEMNIFICATION

19.1 Dues Deduction. The City shall deduct dues on a regular basis from the pay of all employees covered by this MOU who voluntarily authorize such deduction in writing and on a form to be provided for this purpose by the City. The City shall remit such funds to the Union within thirty (30) calendar days following their deduction.

19.2 Agency Shop.

A. All employees represented by the Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721, shall, as a condition of continuing employment become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. The service fee shall be an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union.

B. Any employee hired by the City subject to this MOU shall be provided, through the Personnel Services Department, with an authorization form for the deduction of Union dues. Employees shall have thirty (30) working days following the initial date of employment to fully execute the authorization form and return it to the Agency/Department payroll section. The effective date of Union dues, service deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment.

C. Any employee of the City subject to this MOU who wishes to execute a written declaration claiming a religious exemption from paying Union dues, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the Public Employer Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment to one of three designated nonreligious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Declarations or applications for religious exemption and any supporting documentation shall be
forwarded to the Union within fifteen (15) calendar days of receipt by the City. The Union shall have fifteen (15) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his or her designee. If challenged, the deduction to the charity of the employee’s choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this section, charitable deduction means a contribution to one of three non-profit organizations, with the United Way being one of them.

D. Maintenance of Dues Payroll Deduction

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the City during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues each year during the period February 10 through February 28, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

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

20.0 CITY RIGHTS

20.1 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 Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of Management, as they are not abridged by this Agreement 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 Agreement.
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 Agreement.

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 Agreement.

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

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

21.0 STRIKES & WORK STOPPAGES/NO LOCKOUT

21.1 Prohibited Conduct.

A. The Union, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services. There shall be no lockouts by the City during the term of this MOU.

B. Any employee who participates in any conduct prohibited in Subsection A above shall be subject to suspension, demotion or dismissal by the appointing authority without right of appeal to the Personnel Board in accordance with City Charter Section 1014.

21.2 Union Responsibility. In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1, Subsection A above of this Article, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and unlawful, and they must immediately cease engaging in the conduct prohibited in said Section 1, Subsection A above, and return to work.
ARTICLE XXII

22.0 LAYOFFS

22.1 The City agrees to inform the Union as soon as possible if and when a decision is made to reduce positions represented by the Union through layoff.

If it is decided to contract out work, the City shall provide the Union reasonable notice of the decision; meet and confer with the Union over the impact of the decision; will seriously consider reasonable alternatives provided by the Union; and if any bargaining unit member is laid off as a result of the decision, the City shall make a reasonable effort to place said employee with the contracting company.

22.2 In the event of a reduction-in-force, part time employees in any City office, activity or department shall be laid off prior to laying off Part Time Civil Service Employees as above defined. Wherever possible, Part Time Civil Service Employees in the classification shall be laid off prior to Full Time employees in the same classification.

22.3 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 XXII 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 he has served, providing that classification is within the same job family/career ladder. In that event, the employee's length of service in the next lower classification will be added to his length of service in the affected classification, and said combined seniority shall be used to bump down into the next lower classification. This method of combining seniority shall be applied to subsequent lower classifications.
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 Committee will determine Job Family/Career Ladder.

22.4 A bargaining unit employee who is laid off from Part Time Civil Service employment pursuant to this Article, may be granted a temporary appointment to a vacant Part Time Civil Service position in any classification for which there is no eligible list and for which said 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 will be terminated upon the establishment of a new eligible list for the classification or one (1) year following the initial day of such temporary appointment, whichever occurs first.
ARTICLE XXIII

23.0 MISCELLANEOUS PROVISIONS

23.1 The City agrees to provide a list each month to the Union with names and class titles of bargaining unit employees who have separated from City service, and the names and class titles of bargaining unit employees who have been hired. The Union agrees to pay the City’s cost of producing said list(s). A complete list of bargaining unit employees and their addresses will be provided to the Union once every fiscal year.

23.2 The City agrees to distribute Union membership pamphlets to bargaining unit employees at the new employee orientation sessions conducted by the City.

23.3 Catastrophic Leave Donation. In order to assist employees otherwise granted leave of absence without pay by the City Manager because of a catastrophic medical condition or injury, the City and Union 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 Agreement with regard to granting unpaid leaves of absence.

For the purposes of implementing this program, “Catastrophic” condition shall mean any significant personal tragedy such as life-threatening illness or severe non-industrial illness or injury of duration of more than two (2) weeks which requires the employee to need personal time off beyond the amount of leave time he/she has accrued. Maternity leave or elective surgery, absent significant unplanned complication preventing the employee’s return to work, is not considered catastrophic.

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

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

1. Employees may donate vacation, 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 week period to submit donations. Donations received after this two week period shall not be processed. The two week period for each case shall be designated by the Executive Director or his or her designee as provided herein below.

3. Donations shall be for a minimum of two (2) hours and a maximum of six (6) hours per donor. All donations must be made in two (2) hour increments, except in lieu holidays must be for six (6) hours.

4. Any authorization of donations not made in accordance with the procedures outlined in Section C, Subparagraph 2 below, will not be processed.

5. All donations shall be irrevocable.

6. In the event the recipient returns to work before leave donations have been exhausted, any balance on the books shall be accrued by the recipient and designated as sick leave.

B. Eligibility. Part Time Civil Service 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 Executive Director, or his or her 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 his or her designee shall post a notice within forty eight (48) hours of receipt of the eligible employee’s need for donations via email and 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 his or her authorization of the transfer of such donated time and provide:

a. His or her name, department name, and employee number;

b. The number of hours of compensatory or vacation time of the donation within the limitations of Section A, subparagraph 3 above;

c. The name, department and employee number of the recipient;

d. A statement indicating that the donor understands such donation of time is irrevocable.

3. At the close of the two (2) week 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 A, herein.

5. The City shall add the donated time to the recipient's sick leave account. In no event shall the total time credited to an employee's sick leave balance exceed four hundred (400) hours, pursuant to Article X, Section 10.1.D.

23.4 Full Time Eligible Lists. Part Time Civil Service employees, upon their written request, shall be placed on the Full Time transfer eligible list for the classification in which they are employed. City will submit names of employees wishing to convert to full-time position for consideration to any Department hiring for vacancies in the classification. Certification from that list shall be in accordance with all existing Civil Service rules.

23.5 Joint Labor-Management Teams. The City and the Union 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 Personnel Services or his/her designee. In no case shall the activity of a team create a delay or hindrance to the ongoing operation of the City. The City and the Union shall hold an initial meeting no sooner than one (1) month from the date of ratification of this
Agreement and upon the Union's written request to meet to determine team composition, frequency of meetings and meeting schedules.

A. The teams to be formed are:

1. The potential implementation of a new city-wide salary matrix

B. Previously authorized teams to be reconvened as needed:

1. Career Ladder/Job Family (for the purpose of developing career ladder/job family series to be used in promotions or in the event of layoffs.

23.6 Performance Appraisals. Non-probationary performance appraisals not completed within six (6) months of the due date shall be stayed and the employee shall next become subject to evaluation upon the end of the evaluation period next following, provided that merit advance performance appraisals shall be completed in accordance with Article IV, section 4.8.

23.7 Request for Classification Review. Any employee who, for a continuous period exceeding one (1) year, believes he or she is 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 Executive Director. The employee must submit their request on a form specified by the Executive Director of Personnel Services, outlining in writing how they believe their current duties and/or responsibilities differ from their classification concept.

A. The Executive Director will review the employee's submitted request and within sixty (60) days will make one of the following determinations:

1. Will support the employee's request.
   a. If the Executive Director supports the employee's request for a classification review, he or she shall forward the request to the Executive Director of Personnel Services along with justification for support of the employee's request.
   b. The Executive Director shall notify the employee that his or her request has been submitted to the Executive Director of Personnel Services.

2. Will not support the employee's request.
a. If the Executive Director does not support the employee's request for a classification review, he or she shall notify the employee of this decision in writing and set forth the basis for the decision.

b. If the Executive Director 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, he or she 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 Executive Director shall be forwarded to the Executive Director of Personnel Services. The Executive Director of Personnel Services shall confirm receipt of the request in writing to the employee. Within sixty (60) days of receipt of the request, the Executive Director of Personnel Services shall notify the employee and Executive Director of the decision as to whether a study will be conducted. If the Executive Director of Personnel Services determines that a study is appropriate, the Executive Director of Personnel Services shall so notify the employee and the Executive Director in writing and shall provide the employee and Executive Director with an approximate start date for the study.

C. Determinations of the employee's Executive Director and the Executive Director of Personnel Services are not final. This process is not subject to the grievance procedures however an appeal to the City Manager or his/her representative shall be presented within fifteen (15) working days of the notification of the findings by the Executive Director of Personnel. The City Manager's decision is final and not subject to the grievance provisions of this MOU.

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 with the City's Civil Service rules.
ARTICLE XXIV

24.0 SOLE & ENTIRE AGREEMENT

24.1 It is understood and agreed that the parties to this Memorandum of Understanding 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 (#81-75). It is the intent of the parties hereto that the provisions of this Agreement 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 Agreement is not intended to conflict with Federal or State law or the City Charter.

The City will continue to provide employees covered by this Agreement a reduced size copy of this Agreement and its attachments and including a section containing the Employer-Employee Relations Resolution of the City of Santa Ana.

24.2 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 Agreement. Such rules and regulations may, from time to time, be changed by the City. If these changes affect wages, hours, and/or other terms and conditions of employment, the City shall meet and confer with the Union; provided, further, however, no provision of the rules and regulations shall be changed to contravene specific provisions of this Agreement.
ARTICLE XXV

25.0 WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties regarding the provisions contained in this MOU. Neither party shall, during the term of this MOU, demand any change to the MOU, except that nothing shall prohibit the parties from changing the terms of the MOU by mutual agreement and in writing signed by the parties.
ARTICLE XXVI

26.0 EMERGENCY WAIVER PROVISION

26.1 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 Agreement 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 Agreement will be reinstated immediately. The Union shall have the right to meet and confer with the City regarding the impact on employees of the suspension of the provisions in the Agreement during the course of the emergency.
ARTICLE XXVII

27.0 SEPARABILITY PROVISION

27.1 Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, 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 XXVIII

28.0 TERM OF AGREEMENT

28.1 The term of this Agreement shall be from July 1, 2017 through December 31, 2018.
ARTICLE XXIX

29.0 RATIFICATION & EXECUTION

29.1 The City and the Union 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 said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the membership of the Union and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Union and entered in to this 19th day of December, 2017.

CITY OF SANTA ANA, a municipal corporation of the State of California

Dated: ____________________

By: ________________________

Mayor

Dated: ____________________

By: ________________________

City Manager

Dated: ____________________

By: ________________________

Executive Director of Personnel Services

ATTEST:

Maria D. Huizar
Clerk of the Council

APPROVED AS TO FORM:

Laura A. Rossini
Sonia Carvalho
City Attorney

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25K-66
This Agreement has been ratified by the membership of the Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721.

Dated: __________________________  Approved as to form: __________________________

______________________________
Terri Eggers
PTCS Member
SEIU Local 721 Santa Ana Chapter

______________________________
Jody L. Klipple
Assistant Director of Collective Bargaining
SEIU Local 721

25K-67
List of Part Time Civil Service Classifications Represented by Santa Ana City Employees, Chapter 1939/Service Employees International Union Local 721

Park Maintenance Aide
Senior Community Development Analyst
Planning Assistant
Assistant Buyer
Secretary
EXHIBIT B

RESOLUTION NO. 81-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA ANA RELATING TO EMPLOYER-EMPLOYEE RELATIONS
IN THE PUBLIC SERVICE OF THE CITY OF SANTA ANA

WHEREAS, the Council of the City of Santa Ana declares that it is the public policy of the
City to maintain and enhance its administration of employer-employee relations and to
protect the public by assuring at all times the orderly and uninterrupted operations and
services of City government; and

WHEREAS, the City of Santa Ana desires to establish uniform and orderly methods of
communication between the City and its employees, including provisions for (a)
recognizing the rights of employees to join organizations of their own choosing for the
purpose of representation on matters affecting employee relations or to represent
themselves individually in dealing with the City; and (b) establishing equitable and
uniform rules and procedures to provide for the orderly and systematic presentation,
consideration and resolution of employer-employee relations matters; and

WHEREAS, the City of Santa Ana has met and conferred in good faith with
representatives of the Santa Ana City Employees' Association; Santa Ana Police
Benevolent Association; Santa Ana Firemen's Benevolent Association; and the American
Federation of State, County and Municipal Employees, AFL-CIO, which are the only
employee organizations known to the City to have among their members employees of
the City, concerning the rules and regulations for the administration of employer-
employee relations set forth herein; and

NOW, THEREFORE, the City Council of the City of Santa Ana does hereby resolve as
follows:

Section 1: Title of Resolution

This Resolution shall be known as the "Employer-Employee Relations Resolution of the
City of Santa Ana".

Section 2: Definitions

As used in this Resolution, the following Willis shall have the meanings indicated:

APPROPRIATE UNIT — means a unit of employee classifications or positions
established pursuant to Section 11 of this Resolution.
CITY — means the City of Santa Ana, a municipal corporation, and where appropriate herein, “City” refers to the City Council or any duly authorized management employee as herein defined.

DAY — means calendar day unless expressly stated otherwise.

EMPLOYEE — means any person regularly employed by the City on a full time basis except those persons elected by popular vote.

EMPLOYEE, CONFIDENTIAL — means an employee who is assigned to perform work directly involved in the development, preparation or presentation of management positions with respect to employer-employee relations.

EMPLOYEE, MANAGEMENT — means any employee having responsibility for formulating, administering or managing the implementation of City policies or programs, including but not limited to, department and assistant department heads, division heads, and professional administrative staff employees employed to render advice and assistance pertaining to the conduct of legal, fiscal, budgetary, personnel management and employer-employee relations affairs of the City.

EMPLOYEE, PROFESSIONAL — means a classification of employees engaged in work (a) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work; (b) involving the constant exercise of discretion and judgment in its performance; and (c) requiring knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education, or from an apprenticeship or from training in the performance of routine, mental, manual or physical processes.

EMPLOYEE, SUPERVISORY — means any employee, regardless of job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to evaluate or review their grievances, or effectively to recommend such actions, if in connection with any of the foregoing, the exercise of such responsibility is not of merely routine or clerical nature, but requires the use of independent judgment.

EMPLOYEE ORGANIZATION — means any lawful organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City; provided, however, that said
organization has no restrictions on membership based on race, color, creed, sex or national origin.

EMPLOYEE RELATIONS OFFICER — means the City’s principal representative in all matters of employer-employee relations designated pursuant to Section 3 hereof, or his duly authorized representative.

EMPLOYER-EMPLOYEE RELATIONS — means the relationship between the City and its employees and their employee organization, or when used in a general sense, the relationship between City management and individual employees or employee organizations.

GRIEVANCE — means a dispute, claimed by an employee, group of employees or a recognized employee organization concerning the meaning, application, or enforcement of any of the provisions of the City’s Employer-Employee Relations Policy or of a memorandum of understanding; and for which specific hearing or appeal procedure is not otherwise provided, or is not specifically withheld, by civil service rule, ordinance, resolution, charter provision, or memorandum of understanding.

IMPASSE — means that the representatives of the City and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences concerning matters on which they are required to meet and confer, remain so substantial that further meeting and conferring would not be likely to result in an agreement.

MEDIATION OR CONCILIATION — means the efforts of an impartial third person or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. Mediation and conciliation are interchangeable terms.

MEET AND CONFER IN GOOD FAITH — (sometimes referred to herein as “meet and confer” or “meeting and conferring”) — means the performance by duly authorized City representatives and duly authorized representatives of a recognized employee organization of their mutual obligation personally to meet and confer in good faith promptly upon the request of either party and continue for a reasonable period of time in order to exchange freely information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the City of its final budget for the ensuing year. This does not require either party to agree to a proposal or to make a concession.
MEMORANDUM OF UNDERSTANDING — means a written memorandum of the agreement between the City and a recognized employee organization reached through meeting and conferring.

PEACE OFFICER — means an employee of the Santa Ana Police Department whose principal duties consist of active law enforcement and who is designated as a “peace officer” as that term is defined in Section 830, California Penal Code, except that, for purposes of this Resolution only, “peace officer” does not mean a park patrolman, security guard or a member of the fire department, whether the latter be serving as a member of an arson investigating unit, as a deputy or assistant state fire marshal, or in any capacity wherein the member would have the status of peace officer for purposes other than that of this Resolution.

RECOGNIZED EMPLOYEE ORGANIZATION — means an employee organization which has been granted formal recognition by the Employee Relations Officer as the employee organization which has the right to meet and confer in good faith as the majority representative of all members of an appropriate representation unit pursuant to Section 11 hereof, except those employees in such unit who have exercised their right not join an employee organization and who choose to represent themselves individually with the City, or has been designated through a secret ballot election as the exclusive representative of the employees in an appropriate representation unit pursuant to Section 11 of this Resolution.

SCOPE OF REPRESENTATION — means those matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Section 3: Designation of the City’s Employee Relations Officer

The City Council hereby designates the City Manager as the Employee Relations Officer who shall be the City’s principal representative on all matters of employer-employee relations, with authority to meet and confer in good faith on matters within the scope of representation, and to administer all provisions of this Resolution and the employee relations rule and procedures adopted pursuant thereto. The Employee Relations Officer is authorized to delegate his duties and responsibilities.
Section 4: Meet and Confer in Good Faith — Scope

City representatives and representatives of formally recognized employee organizations having exclusive representation rights, have the mutual obligation personally to meet and confer in good faith in order to exchange freely information, opinions and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the City of its final budget for the ensuring year.

The City shall not be required to meet and confer in good faith on a subject preempted by Federal or State law or by the City Charter.

Section 5: Notice

The City will give reasonable written notice to each recognized employee organization affected by any ordinance, rule, resolution, or regulation relating to matters within the scope of representation proposed to be adopted by the City, and each such organization shall be given the opportunity to meet and confer with the Employee Relations Officer prior to such adoption.

In cases of emergency when the City determines that an ordinance, rule, resolution, or regulation relating to matters within the scope of representation must be adopted immediately without prior notice or meeting with recognized employee organization, the Employee Relations Officer shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

Section 6: Petition for Recognition

An employee organization that seeks to be formally acknowledged as the Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

Name and address of the employee organization. Names and titles of its officers.

Names and titles of employee organization representatives who are authorized to speak on behalf of the organization.

A statement that the employee organization has, as one of its primary purposes, representing the employees in their employment relations with the City.
A statement whether the employee organization is a chapter or local of, or affiliated
directly or indirectly in any manner with, a regional or state, or national or international
organization, and, if so, the name and address of each such regional, state or international
organization.

Certified copies of the employee organization's constitution and bylaws, including all
amendments thereof.

A designation of those persons, not exceeding three in number, and their addresses, to
whom sent by first class or certified United States mail will be deemed sufficient notice
on the employee organization.

A statement that the employee organization is cognizant of the provisions of Section 3509

A statement that the employee organization has no restriction on membership based on
race, color, creed, sex, or national origin.

A description of the composition of the unit or units claimed to be appropriate, including
the job classifications of employees and the number of member employees therein, as
well as a statement of reasons why the unit or units is or are considered to be appropriate.

A statement that the employee organization has in its possession written proof, dated by
the signer within six (6) months of the date upon which the petition is filed, to establish
that a majority of the employees in the unit claimed to be appropriate have designated
the employee organization to represent them in their employment relations with the City.
Such written proof shall be made in such language and form as the Employee Relations
Officer shall prescribe and shall be submitted for confirmation to the Employee Relations
Officer to a mutually agreed upon disinterested third party. Notwithstanding the above,
the Employee Relations Officer, in his sole discretion, may accept employee dues
deduction authorization, using the payroll register for the period immediately preceding
the date of filing of a Petition of Recognition, as proof of employee support for the
petitioning organization, except that dues deduction authorizations for more than one
employee organization for the account of any one employee shall not be considered as
proof of employee support for any employee organization, unless it can otherwise be
shown that the dues deduction for the petitioning organization is the only one which
provides full membership rights and privileges, including the right to vote.

A request that the Employee Relations Officer recognize the petitioning employee
organization as the Recognized Employee Organization representing the employees in
the unit(s) claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representation.

The Petition, including all accompanying documents, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it. The Employee Relations Officer may require additional information as required by this Resolution to be included in the Petition.

The Employee Relations Officer shall give prompt written notice of the filing of a Petition to any recognized employee organization affected thereby.

Section 7: City Response to Recognition Petition

Upon receipt of the Petition, the Employee Relations Officer shall within ten (10) days determine whether:

There has been compliance with the requirements of the Recognition Petition; and

The proposed representation unit is an appropriate unit in accordance with Section 11 of this Resolution.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he shall within ten (10) days after making said determination, inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall meet and discuss the matter with such petitioning employee organization, and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing. The petitioning employee organization may appeal such determination in accordance with Section 13 of this Resolution.

Section 8: Open Period for Filing Challenging Petition(s)

Within thirty (30) days of the date written notice was given to affected employees that a valid Recognition Petition(s) for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some but not all the classifications or positions set forth in the Recognition Petition being challenged), by filing a petition(s) evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 6 of this
Resolution. If such challenging petition(s) seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Section 11 of this Resolution. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 13 of this Resolution.

Section 9: Election Procedure

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s) in accordance with its rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Resolution shall be included on the ballot. The choice of “no organization” shall also be included on the ballot. Employees entitled to vote in such election shall be those persons employed full time in regular, permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of election. An employee organization shall be formally acknowledged as the Recognized Employee Organization for the designated appropriate unit following an election or runoff election if it received a numerical majority of all valid votes cast in the election. If an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a runoff election shall be conducted between the two choices receiving the largest number of valid votes cast (that is, either between two employee organizations, or one employee organization and no representation); the rules governing an initial election being applicable to a runoff election, except that the runoff election shall be held within fifteen (15) days following the certification of the initial election results.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12 month period affecting the same unit. In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Conciliation Service. Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.
In cases where a Memorandum of Understanding between the City and an employee organization is in effect on the effective date of this Resolution, it shall be presumed for the duration of the Memorandum of Understanding that the unit set forth in the Memorandum of Understanding is appropriate and that the employee organization is the majority representative of the employees covered therein. Unless a petition is filed pursuant to Section 12 below, it shall be presumed that when said Memorandum of Understanding terminates the employee organization shall continue to be a majority representative of employees covered by said Memorandum of Understanding for the purposes of meeting and conferring regarding matters within the scope of representation; provided, however, the employee organization files with the City the information required by Section 6(a), 1 through 13 of this Resolution. Nothing contained herein shall preclude an employee organization from filing a petition for recognition pursuant to Section 6 or Section 10 of this Resolution at the expiration of Memoranda of Understanding which expire on June 30, 1981.

Section 10: Procedure for Decertification of Recognized Employee Organization

A Decertification Petition alleging that the incumbent Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred eighty (180) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

The name, address and telephone number of the petitioner and a designated representative authorized to receive notices of requests for further information.

The name of the established appropriate unit and of the incumbent Recognized Employee Organization sought to be decertified as the representative of that unit.

An allegation that the incumbent Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

Proof of employee support that a majority of the employees in the established appropriate unit no longer desires to be represented by the incumbent Recognized Employee
Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.

The Employee Relations Officer can only accept those petitions which 1) request decertification of the current formally recognized employee organization and 2) do not request to carve out another unit from the already established appropriate unit.

An employee organization may file a Petition under this Section in the form of a Recognition Petition that conforms to the requirements of Section 6 of this Resolution in satisfaction of the Decertification Petition requirements hereunder.

The Employee Relations Officer shall initially determine whether the Decertification Petition or Recognition Petition, if any, have been filed in compliance with the applicable provisions of this Resolution. If his determination is in the negative, he shall offer to consult thereof with the representative(s) of such petitioning employees or employee organization, and if such determination thereafter remains unchanged, shall return such Petition(s) to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 13 of this Resolution.

If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he shall give written notice of such Decertification of Recognition Petition to the incumbent Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification, and if an accompanying Recognition Petition was duly filed, and, in the event decertification of the incumbent Recognized Employee Organization is voted, the question of representation. Such election shall be conducted in conformance with Section 9 of this Resolution.

The cost of any election proceeding under the provisions of this Section shall be borne entirely by the employee organization(s) challenging the incumbent recognized employee organization.

An employee organization which displaces another employee organization as a formally recognized employee organization following an election conducted pursuant to this Section shall assume any existing Memorandum of Understanding then in effect as a condition of recognition and said Memorandum of Understanding shall remain in full force and effect for the balance of the term thereof.
Section 11: Policy and Standards for Determination of Appropriate Units

The basic policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on 1) the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public and 2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

History of representation in the City and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

The effect of the proposed unit on efficient operations of the City and the compatibility of the unit with the responsibility of the City and its employees to serve the public.

The effect on the administration of employer-employee relations, created by the fragmentation of classifications and proliferation of units.

Effect on the classification structure and impact on the stability of the employee relationship of dividing a single or related classification among two or more units.

Notwithstanding the foregoing, management employees shall only be included in a unit consisting solely of management employees and confidential employees shall be included in a unit consisting solely of confidential employees.

When the City establishes new classifications or positions, or modifies the job content of an existing classification or position, the Employee Relations Officer shall, after notice to and consultation with all affected employee organizations, determine which, if any, representation unit shall include such new or modified classification(s) or position(s).

Section 12: Procedure for Modification of Established Appropriate Units

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section 10 of this Resolution. Such requests shall be submitted in the form of a Recognition Petition, and, in addition to the requirements set forth in Section 6 of this Resolution, shall contain a complete statement of all relevant facts and citations in
support of the proposed modified unit in Willis of the policies and standards set forth in Section 11 hereof. The Employee Relations Officer shall process such petitions as other Recognition petitions under this Resolution.

The Employee Relations Officer may on his motion propose, during the period specified in Section 10 of this Resolution, that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section 11 of this Resolution, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 13 of this Resolution. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Recognized Employee Organization for such new appropriate unit or units pursuant to Section 6 hereof.

Section 13. Appeals

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer under this Resolution may, within ten (10) days of notice thereof, appeal such determination to the City Council for final decision.

An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Section 6); Challenging Petition (Section 8) or Decertification Petition (Section 10) or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Section 10) has not been filed in compliance with the applicable provisions of this Resolution, may, within fifteen (15) days of notice of such determination, appeal the determination to the City Council for final decision.

Appeal to the City Council shall be filed in writing with the City Clerk, and a copy thereof served on the Employee Relations Officer. The City Council shall commence to consider the matter within thirty (30) days of the filing of the appeal, and shall render a final and binding decision regarding the resolution of the disputed issue(s) raised by the appeal after each party involved has been given an opportunity, during a public meeting, to present written and oral arguments in support of their respective positions and, if the City Council so desires, after any future investigation or review of the matter as it may deem appropriate. The City Council, may, in its discretion, refer the dispute to a third
party hearing process for the purpose of seeking an advisory determination prior to making its final decision regarding the resolution of the dispute.

Section 14: Submission of Current Information by Recognized Employee Organizations

All changes in the information filed with the City by a Recognized Employee Organization under Items 1 through 13 of its Recognition Petition under Section 6 of this Resolution shall be submitted in writing to the Employee Relations Officer within fifteen (15) days of such change.

Section 15: Payroll Deductions on Behalf of Employee Organizations

Upon formal acknowledgment by the City of a Recognized Employee Organization under this Resolution, only such Recognized Employee Organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization upon the written authorization of employees in the unit represented by Recognized Employee Organization on forms provided therefore by the City. The providing of such service to the Recognized Employee Organization by the City shall be contingent upon and in accordance with the provisions of Memorandum of Understanding and/or applicable administrative procedures.

Section 16: Employee Organization Activities — Use of City Resources

Access to City work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memorandum of Understanding and/or administrative procedures; shall be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and shall not interfere with the efficiency, safety and security of City operations.

Section 17: Administrative Rules and Procedures

The Employee Relations Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Section 18: Initiation of Impasse Procedures

If the meet and confer process has reached impasse as defined in this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues.
An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such impasse meeting shall be:

To identify and specify in writing the issue or issues that remain in dispute;

To review the position of the parties in a final effort to resolve such disputed issue or issues; and

If the dispute is not resolved, to discuss arrangement for the utilization of the impasse procedures provided herein.

Section 19: Impasse Procedures

Impasse procedures are as follows:

If the parties so agree, the issue or issues at impasse shall be submitted directly to the City Council for determination.

If they do not agree within seven (7) days following the conclusion of the impasse meeting set forth in Section 18 above, either party may submit the impasse to mediation.

All mediation proceeding shall be private and the mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

If the parties are unable to agree on a mediator after a reasonable period of time, they shall select the mediator from a list of three names to be provided by the State Conciliation Service, or if that agency for any reason shall fail to provide such list, by the American Arbitration Association.

Upon receipt of such list, the parties shall alternately strike names from the list until a single name remains who shall become the mediator. The priority of striking names shall alternate from one party to the other each time impasse procedures are invoked by the same parties. The employee organization or the City shall commence this process in an order determined by lot striking the first name from such list of names in any initial mediation.

The cost of the mediator, if any, shall be shared equally by both parties.

If the parties have failed to resolve all their disputes through mediation within fifteen (15) days after the mediator commenced meetings with the parties, the parties may agree to submit the issues in dispute directly to the City Council. In that event, the City Council shall finally determine the issues after conducting a public hearing thereon and after such further investigation of the relevant facts as it may deem appropriate.
If the parties have exhausted the mediation process, the matter shall be submitted to the City Council for resolution.

Section 20: Construction

This Resolution shall be administered and construed as follows:

Nothing in this Resolution shall be construed to deny to any person, employee, organization, the City, or any authorized officer, body or other representative of the City, the rights, powers and authority granted by Federal or State law or City Charter provisions.

Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout, other total or partial stoppage or slowdown of work or any other interference with the conduct of the City’s operations.

Nothing contained in this Resolution shall abrogate any written Memorandum of Understanding between any employee organization and the City in effect on the effective date of this Resolution. All such agreements shall continue in effect for the duration of the term specified therein unless modified or rescinded by mutual agreement of the parties thereto.

Whenever written notice is required by this Resolution, such notice shall deem to have been received on the day immediately following the day on which it was mailed (excluding Saturdays, Sundays, and holidays on which the offices of the City are closed) provided the same was sent by first class or certified mail, postage prepaid to the City at 20 Civic Center Plaza, Santa Ana, California 92701, or to any employee organization at its last address furnished to the City.

Section 21: Severability

In any section, subsection, sentence, clause or phrase of this Resolution, or the application of such portion to any person or circumstance, shall be held invalid by a decision of any court of competent jurisdiction, the remainder of this Resolution, or the application of such portion to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any or more sections, subsections, sentences, clauses or phrases be declared invalid.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Ana: that this Resolution shall be operative from and after May 18, 1981. ADOPTED this 18th day of May, 1981, by the following vote:

AYES: Acosta, Bricken, Griset, Luxembourger, Markel, McGuigan, Serrat