

**FIRST SIDE LETTER AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR FISCAL YEARS 2004-08**

Effective upon the signing of this Side Letter, the City of Santa Ana (City) and the Santa Ana Police Officers Association (SAPOA) agree that they have met and conferred and agree to amend Article III, of the Memorandum of Understanding between the City and SAPOA for Fiscal Years 2004-08. This Side Letter Agreement is based on the parties' acknowledgement that the Police Department's need to hire sworn police officers has impacted the ability to fill or increase needed non-sworn full time positions.

This amendment provides for the terms and conditions of employment for those to be employed on a part-time basis to fill the position of Background Investigator with the understanding that the salary for said position will be set in accordance with the Basic Salary and Wage Schedule. There will be no more than four (4) Background Investigators at the inception of this program.

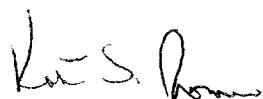
The terms and conditions of employment are as follows:

- For those persons so employed, the City will pay 3.75% toward a deferred compensation plan in lieu of Social Security and the employee will pay a matching amount, 3.75%;
- Each position will be guaranteed to last for a minimum of six (6) months' employment, with extensions of six (6) months possible based on the needs of the Department;
- Each employee must work at least one eight-hour day per month;
- The City will pay for PORAC Legal Defense Fund coverage for each employee during the time that they are employed (approximately \$6.00/month per employee);
- A person employed under this Side Letter who is terminated prior to the end of the six-month period shall be entitled to appeal that termination to the Chief of Police only and shall not have access to any other appeal procedure provided to full time permanent employees;
- A person employed under this Side Letter will normally work no more than 20 hours per week and will be considered an "at will" employee;
- The parties recognize that for those employees who have retired under the provisions of the Public Employees Retirement System (PERS), the regulations of that system limit employment by a PERS agency, such as the City, to 960 hours per calendar year;

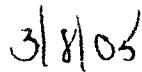
First Side Letter Amendment to SAPOA MOU 2004-08
Page Two

- Persons employed under this Side Letter who work in excess of ten (10) hours per day will be compensated for that time in excess of ten (10) hours at the rate of one and one-half times their regular hourly rate.

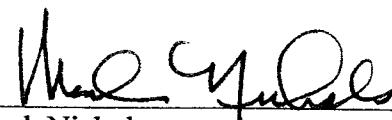
This agreement will expire October 1, 2005.



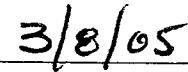
Kathie S. Romero
Employee Relations Manager
City of Santa Ana



Date



Mark Nichols
President, Santa Ana Police Officers
Association



Date

EXTENSION
**FIRST SIDE LETTER AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR FISCAL YEARS 2004-08**

Effective upon the signing of this Side Letter, the City of Santa Ana (City) and the Santa Ana Police Officers Association (SAPOA) agree that they have met and conferred and agree to amend Article III, of the Memorandum of Understanding between the City and SAPOA for Fiscal Years 2004-08. This Side Letter Agreement is based on the parties' acknowledgement that the Police Department's need to hire sworn police officers has impacted the ability to fill or increase needed non-sworn full time positions.

This amendment provides for the terms and conditions of employment for those to be employed on a part-time basis to fill the position of Background Investigator with the understanding that the salary for said position will be set in accordance with the Basic Salary and Wage Schedule. There will be no more than four (4) Background Investigators at the inception of this program.

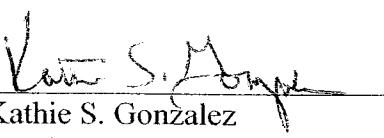
The terms and conditions of employment are as follows:

- For those persons so employed, the City will pay 3.75% toward a deferred compensation plan in lieu of Social Security and the employee will pay a matching amount, 3.75%;
- Each position will be guaranteed to last for a minimum of six (6) months' employment, with extensions of six (6) months possible, based on the needs of the Department;
- Each employee must work at least one eight-hour day per month;
- The City will pay for PORAC Legal Defense Fund coverage for each employee during the time that they are employed (approximately \$6.00/month per employee);
- A person employed under this Side Letter who is terminated prior to the end of the six-month period shall be entitled to appeal that termination to the Chief of Police only and shall not have access to any other appeal procedure provided to full time permanent employees;
- A person employed under this Side Letter will normally work no more than 20 hours per week and will be considered an "at will" employee;
- The parties recognize that for those employees who have retired under the provisions of the Public Employees Retirement System (PERS), the regulations of that system limit employment by a PERS agency, such as the City, to 960 hours per calendar year;

First Side Letter Amendment to SAPOA MOU 2004-08 (Extension)
Page Two

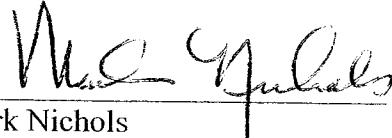
- Persons employed under this Side Letter who work in excess of ten (10) hours per day will be compensated for that time in excess of ten (10) hours at the rate of one and one-half times their regular hourly rate.

The original agreement, scheduled to expire on October 1, 2005, has been extended by mutual agreement until April 1, 2006.



Kathie S. Gonzalez
Employee Relations Manager
City of Santa Ana

4/12/06
Date



Mark Nichols
President, Santa Ana Police Officers
Association

4/12/2006
Date

**SECOND SIDE LETTER AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR FISCAL YEARS 2004-08**

Effective upon the signing of this Side Letter, the City of Santa Ana (City) and the Santa Ana Police Officers Association (SAPOA) agree that they have met and conferred and agree to amend Article III of the Memorandum of Understanding between the City and SAPOA for Fiscal Years 2004-08. This Side Letter Agreement is based on the parties' acknowledgement that the Police Department's need to hire sworn police officers has impacted the ability to fill or increase needed non-sworn full time positions.

This amendment provides for the terms and conditions of employment for those to be employed on a part-time basis to fill the position of Forensic Specialist I with the understanding that the salary for said position will be set in accordance with the Basic Salary and Wage Schedule. This Agreement provides for up to two (2) part-time Forensic Ballistics Technician positions.

The terms and conditions of employment are as follows:

- Essential functions of the position include, but are not limited to: responsibility for complete evidentiary examination of firearms. This includes the proper receipt of evidence firearms utilizing a "chain-of-custody"; adherence to strict weapons safety guidelines, producing and maintaining firearm related documentation, photographic preparation of submitted firearms suitable for court presentation; safety analysis of individual weapons to include drop testing, push-off testing of revolvers, trigger pull analysis, disconnect examination for semi-automatic weapons; responsible for weapons test-firing which includes documentation preparation, proper ammunition selection, safe test firing, recovery of test-fired cartridge cases and bullets, evidence preparation for test-fired cartridge cases and bullets; ballistic computer entries of test-fired cartridge cases and bullets into the NIBIN/IBIS cartridge case and bullet screening system; report writing techniques and assistance in the initial screening of potential IBIS hits; record keeping and maintenance of the department weapons catalog and library, and other firearms related duties as assigned.
- For those persons so employed, the City will pay 3.75% toward a deferred compensation plan in lieu of Social Security and the employee will pay a matching amount, 3.75%;
- Each position will be guaranteed to last for a minimum of six (6) months' employment, with extensions of six (6) months possible based on the needs of the Department;
- Each employee must work at least one eight-hour day per month;
- The City will pay for PORAC Legal Defense Fund coverage for each employee during the time that they are employed (approximately \$6.00/month per employee);

Second Side Letter Amendment to SAPOA MOU 2004-08
Page Two

- A person employed under this Side Letter who is terminated prior to the end of the six-month period shall be entitled to appeal that termination to the Chief of Police only and shall not have access to any other appeal procedure provided to full time permanent employees;
- A person employed under this Side Letter will normally work no more than 20 hours per week and will be considered an "at will" employee;
- The parties recognize that for those employees who have retired under the provisions of the Public Employees Retirement System (PERS), the regulations of that system limit employment by a PERS agency, such as the City, to 960 hours per calendar year;
- Persons employed under this Side Letter who work in excess of ten (10) hours per day will be compensated for that time in excess of ten (10) hours at the rate of one and one-half times their regular hourly rate.

This agreement will expire June 30, 2006.



Kathie S. Romero
Employee Relations Manager
City of Santa Ana

3/8/05
Date



Mark Nichols
President, Santa Ana Police Officers
Association

3/8/05
Date

**THIRD SIDE LETTER AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR FISCAL YEARS 2004-08**

Effective upon the signing of this Side Letter, the City of Santa Ana (City) and the Santa Ana Police Officers Association (SAPOA) agree that they have met and conferred and agree to amend Article III of the Memorandum of Understanding between the City and SAPOA for Fiscal Years 2004-08. This Side Letter Agreement is based on the parties' acknowledgement that the Police Department's need to hire a part-time dispatcher for a period of twelve months beginning August 1, 2005 and ending July 31, 2006 to assist in staff shortages projected for that time period. During this six-month timeframe the City and the SAPOA agree to meet and confer on the continuing desire of the City to recruit part-time dispatchers. The City's desire to use part-time dispatchers is based on operational need and intends to work with the SAPOA in demonstrating the validity of this need.

This amendment provides for the terms and conditions of employment on a part-time basis to fill the position of Police Services Dispatcher with the understanding that the salary for said position will be set in accordance with the Basic Salary and Wage Schedule. This Agreement provides for one (1) part-time Police Services Dispatcher.

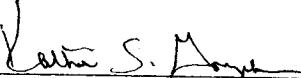
The terms and conditions of employment are as follows:

- For those persons so employed, the City will pay 3.75% toward a deferred compensation plan in lieu of Social Security and the employee will pay a matching amount, 3.75%;
- Each position will be guaranteed to last for a minimum of twelve (12) months' employment, with extensions of six (6) months possible based on the needs of the Department;
- Each employee must work at least one eight-hour day per month;
- The City will pay for PORAC Legal Defense Fund coverage for each employee during the time that they are employed (approximately \$6.00/month per employee);
- A person employed under this Side Letter who is terminated prior to the end of the twelve (12)month period shall be entitled to appeal that termination to the Chief of Police only and shall not have access to any other appeal procedure provided to full time permanent employees;
- A person employed under this Side Letter will normally work no more than 20 hours per week and will be considered an "at will" employee;

Third Side Letter Amendment to SAPOA MOU 2004-08
Page Two

- The parties recognize that for those employees who have retired under the provisions of the Public Employees Retirement System (PERS), the regulations of that system limit employment by a PERS agency, such as the City, to 960 hours per calendar year;
- Persons employed under this Side letter who work in excess of those hours regularly assigned to the Police Services Dispatcher's Standard Work Period workday or hours in excess of 40 hours per Work Period shall be compensated for that time worked in excess at the overtime rate of one and one-half times their regular hourly rate.

This agreement will expire July 31, 2006.



Kathie S. Gonzalez
Employee Relations Manager
City of Santa Ana

7/21/05
Date



Mark Nichols
President, Santa Ana Police Officers
Association

7/21/05
Date

**FOURTH SIDE LETTER AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR FISCAL YEAR 2004-08**

Effective August 7, 2005, the City of Santa Ana (City) and the Santa Ana Police Officers Association (SAPOA) agree that they have met and conferred and agree to amend Article VIII of the Memorandum of Understanding between the City and SAPOA for Fiscal Years 2004-08. Modifications to this Article shall be in “**bold**” type.

8.4C Use of Comp Time.

1. When an employee submits a request for time off using accrued compensatory time, and that employee has found a qualified replacement, the time off request will be granted. “Qualified” means that the replacement officer or employee is able to fulfill the requirements of the position to which the requesting officer is assigned.
 - a. **Effective August 7, 2005, compensatory time off requests made for consideration during the monthly scheduling meetings will be treated as any other time off and granted only on the basis of seniority.**
 - b. **Pursuant to the new 3-12 Operating Rules, officers may trade work days with other officers within the 28-day development period. Any trades must be approved by the affected Lieutenants and the Field Operations Bureau Commander.**
2. When an employee submits a request to take time off using accrued compensatory time and the officer deployment is above minimum staffing for that day, then the request will be granted without further conditions. However, if the number of officers scheduled to work on the day(s) of the request is at or below minimum staffing as defined by the department, the compensatory time off request will be granted only if a qualified replacement has volunteered and committed to work the assignment left open by the request for time off. The volunteer may exchange days off with the requesting employee within the **28-day deployment period**, or may elect to receive overtime compensation, **subject to the rules contained in this Side Letter.**
3. Requests for use of compensatory time off during holidays as defined by the current MOU must be submitted in time to be considered during the monthly scheduling meeting held by bureau and division commanders for the upcoming month. These requests will be considered by seniority and will be granted only if officer deployment is above minimum staffing. **The policy of the department has been, and will continue to be, that compensatory time off requested during a City-designated holiday will be treated as any other time off request and will be granted in order of seniority as long as minimum staffing levels are met. The replacement policy in 8.4C4 below will not apply to compensatory time off requests submitted for consideration during monthly scheduling meetings.**

4. Although it is always preferable for the officer to find a qualified replacement when requesting the use of compensatory time off, if provided sufficient notice of a request for time off, the department will work with employees to find a qualified replacement. Sufficient notice and reasonable period will be defined as follows:

- a. Seventy-two (72) hours notice for one (1) day or less of time off requested.
- b. Five (5) calendar days notice for more than one (1) workday up to one (1) workweek.
- c. Fourteen (14) calendar days notice for more than one (1) week compensatory time off request.

5. If an employee has provided sufficient notice of a compensatory time off request, the department will work with the employee to find a qualified replacement in the following manner:

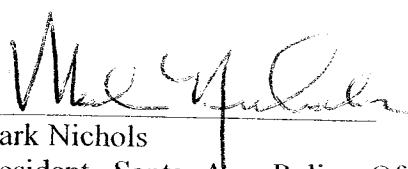
- a. The watch commander will maintain a calendar of time off that has been requested in accordance with the guidelines listed above. Qualified employees will be allowed to volunteer to work these shifts. In the future, the department may develop, at its own discretion, an automated schedule that will contain this information.
- b. If an employee volunteers and signs up to work for another employee who has requested compensatory time off, that volunteering employee will be held responsible for working that full shift without further reminder. Employees who do not show up to work, or retract their offer to replace another officer, may be subject to disciplinary action and may not be permitted to volunteer to work in this manner in the future.

6. The watch commander shall send out an e-mail message to all officers requesting a volunteer to cover the shift by switching days off or working on overtime.

7. When a compensatory time off request is made in a manner that does not comply with this policy, and granting that request would unduly disrupt the operations of the department, the department may deny that request.


Kathie S. González
Employee Relations Manager

9/12/05
Date


Mark Nichols
President, Santa Ana Police Officers Association

9/12/2005
Date

JULY 1, 2004 – JUNE 30, 2008

MEMORANDUM

OF

UNDERSTANDING

CITY OF SANTA ANA

AND

SANTA ANA POLICE OFFICERS ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR FISCAL YEARS 2004-05 THROUGH 2007-08**

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	3
ARTICLE II	NON-DISCRIMINATION CLAUSE	4
ARTICLE III	ATTENDANCE, WORKDAY AND WORKWEEK	5
ARTICLE IV	SALARIES	10
ARTICLE V	ASSIGNMENT AND OTHER SPECIAL PAY ADDITIVES	16
ARTICLE VI	CAREER DEVELOPMENT PROGRAM	22
ARTICLE VII	TRAINING AND EDUCATIONAL ASSISTANCE PROGRAM	27
ARTICLE VIII	OVERTIME	30
ARTICLE IX	HOLIDAYS	37
ARTICLE X	VACATION	39
ARTICLE XI	OTHER LEAVES OF ABSENCE	43
ARTICLE XII	EMPLOYEE INSURANCE	53
ARTICLE XIII	RETIREMENT	56
ARTICLE XIV	RELEASE TIME FOR ASSOCIATION REPRESENTATIVE	59
ARTICLE XV	SAFETY	61
ARTICLE XVI	RESIDENCY	62
ARTICLE XVII	DISCIPLINE	63
ARTICLE XVIII	GRIEVANCE REVIEW PROCEDURE	65
ARTICLE XIX	DUES DEDUCTION AND INDEMNIFICATION	68
ARTICLE XX	CITY RIGHTS	69
ARTICLE XXI	STRIKES AND WORK STOPPAGES	71
ARTICLE XXII	LAYOFFS	72
ARTICLE XXIII	SOLE AND ENTIRE AGREEMENT	74
ARTICLE XXIV	WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT	75
ARTICLE XXV	SEPARABILITY PROVISION	76
ARTICLE XXVI	TERM OF AGREEMENT	77
ARTICLE XXVII	RATIFICATION AND EXECUTION	78
EXHIBIT A	BASIC SALARY AND WAGE SCHEDULE	80
EXHIBIT B	ASSIGNMENT OF CLASSES TO SALARY RATE RANGES	82

ARTICLE I

1.0 RECOGNITION

1.1 Pursuant to the provision of the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Santa Ana (hereinafter called the "City") has recognized the Santa Ana Police Officers Association (herein called the "Association") as the recognized representative of the bargaining unit which includes police department employees in the sworn, "safety-member" classifications and assignments of Police Officer, Senior Police Officer, Police Sergeant, Senior Police Sergeant and in the non-sworn, "miscellaneous-member" classifications and assignments of Animal Service Officer I and II, Background Investigator, Communications Services Officer, Crime Research Analyst, DARE Officer, Darkroom Technician, Detention Officer, Firearms Examiner, Forensic Specialist I and II, Forensic Services Supervisor, Parking Control Officer, Police Communications Supervisor, Police Community Services Specialist, Police Evidence and Supply Specialist, Police Investigative Specialist, Police Property and Evidence Specialist, Police Property and Evidence Supervisor, Police Recruit, Police Service Assistant, Police Service Officer, Police Services Dispatcher, Rangemaster, Detention Supervisor, Senior Parking Control Officer, and Traffic Services Specialist and excludes all other employees of the Police Department.

ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and Association agree that they shall not discriminate against any employee in violation of State or Federal law. The City and the Association shall reopen any provision of this Agreement 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 provisions of this Agreement in compliance with State or Federal anti-discrimination laws.
- 2.2 Whenever reference is made to the masculine gender it shall be understood to include the feminine gender, unless expressly stated otherwise.

ARTICLE III

3.0 ATTENDANCE, WORK PERIOD, WORK SCHEDULE & WORKDAY

- 3.1 Attendance. Employees covered by this Agreement shall be in attendance at their work location during hours prescribed by the Police Chief or his designee(s) and shall not absent themselves during prescribed hours without approval of the Police Chief or his designee(s).
- 3.2 Definitions.
- A. Standard Work Period. The Standard Work Period shall consist of a consecutive seven (7) day, 168 hour period.
- B. Alternative Work Period--207(k) Exempt Employees. The Alternative Work Period shall apply to all members of the Association who are peace officers, detention officers or detention supervisors who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) pursuant to Section 207(k). The 207(k) employees' Work Period shall consist of a consecutive 28 day, 672 hour time period. In conformance with the FLSA, members who are peace officers, detention officers, or detention supervisors shall not be eligible for FLSA overtime, as defined under the FLSA for employees assigned to the Alternate Work Period until they have worked in excess of 171 hours in the Alternate Work Period. Nothing in this section shall prevent a peace officer, detention officer or detention supervisor from earning overtime and being compensated for overtime based on the overtime provisions of this Agreement as stated in Article VIII of this Agreement.
- All overtime shall be paid at one and one-half (1 1/2) times the regular rate of pay.
- C. Work Hours. Work hours are the regularly scheduled hours of work as determined by the Police Chief or his designee. A "day" is defined as any consecutive 24 hour period.
- D. Work Schedules. At this time, the Police Chief has established the following work schedules. These schedules may be changed by the Police Chief subject to the provisions of the Meyers-Milias-Brown Act. Unless exigent circumstances exist, the Police Chief, or his designee, shall inform the Association prior to the changing of the below designated Work Schedules.

1. Standard Work Period Schedules.

- a. 5/40 Work Schedule. Employees shall work

five (5) eight hour workdays per seven (7) consecutive day, 168 hour Standard Work Period. Each workday shall consist of eight (8) hours of work and a 30 minute unpaid meal period.

- b. 4/10 Work Schedule. Employees shall work four (4) 10 hour days per seven (7) consecutive day, 168 hour Standard Work Period. Each workday shall consist of 10 hours of work, and either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- c. 9/80 Work Schedule. Employees shall work four (4) nine hour days and one (1) four hour day in each seven (7) consecutive day, 168 hour Standard Work Period. Each nine (9) hour workday shall consist of nine (9) hours of work and either a 30 minute or one (1) hour unpaid meal period. The eight hour workday shall consist of four (4) hours applied to the first seven (7) day period and four (4) hours applied to the second seven (7) day period divided by either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- d. 12/40 Work Schedule. Employees shall work three (3) 12 hour and 30 minute workdays and one (1) four hour workday in each seven (7) consecutive day, 168 hour Standard Work Period. Effective November 1, 2004, each workday shall consist of 11 hours and 30 minutes of work, and a one (1) hour meal period, 30 minutes of which shall be paid and 30 minutes of which shall be unpaid, for a total of 12 hours and 30 minutes. The four (4) hour workday shall consist of four (4) hours of work.

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

- a. 207(k) 3/12.5 Work Schedule - Patrol. Employees shall work thirteen 12 hour and 30 minute workdays in each 28 day FLSA Work Period. Of the 13 workdays, an employee assigned to this schedule shall be required

to work one (1) 12 hour and 30 minute "payback" day each 28 day FLSA Work Period, scheduled or assigned pursuant to the Department's work schedule policy. Each workday shall consist of 12 hours of work and a 30 minute paid meal period. During each 28 day FLSA Work Period, employees shall work 162.5 hours. Upon completion of this work schedule, employees will earn an additional two (2) hours and 30 minutes of vacation time, provided they do not take leave without pay during that Work Period. Employees assigned to this schedule are compensated for their meal periods. Consequently, if an employee is unable to take his or her meal period, or is interrupted during his or her meal period, he or she shall not receive further compensation.

- b. 207(k) 7/12.5 Work Schedule - Detention. Employees shall work three (3) 12 hour and 30 minute workdays in one (1) seven day period and four (4) 12 hour and 30 minute workdays in the next seven (7) day period, or alternatively, four (4) 12 hour and 30 minute workdays in the first seven (7) day period and three (3) 12 hour and 30 minute workdays in the following seven (7) day period. This cycle shall be repeated twice each 28 day FLSA Work Period. Effective November 1, 2004, each workday shall consist of 11 hours and 30 minutes of work and a one (1) hour meal period, 30 minutes of which shall be paid and 30 minutes of which shall be unpaid, for a total of 12 hours and 30 minutes. During each 28 day FLSA Work Period, employees assigned to the 207(k) 7/12.5 Work Schedule shall earn one (1) hour of vacation time if they do not take leave without pay during that Work Period. Detention Officers will be compensated at the time and a half overtime rate for all time worked in excess of their regular work shift of 12.5 hours per workday. The overtime compensation will apply only to actual time worked beyond the regular shift and calculated in increments of six (6) minutes.
- c. 207(k)4/10.5 Work Schedule-Detention Administration. Employees shall work seven (7) ten hour and 30 minute workdays and one

(1) ten hour workday during each two (2) week period. This pattern will recur twice during the 28 day FLSA Work Period. Each 10 hour and 30 minute workday shall consist of 10 hours and 30 minutes of work and either a 30 minute or one (1) hour unpaid meal period. The 10 hour workday shall consist of 10 hours of work and either a 30 minute or one (1) hour unpaid meal period. The determination as to a thirty (30) minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.

- d. 207(k) 4/10 Work Schedule. Employees shall work 16 ten hour workdays in each 28 day FLSA Work Period. Each workday shall consist of 10 hours of work and either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- e. 207(k) 9/80 Work Schedule. Employees shall work five (5) nine hour workdays in one (1) seven (7) day span and three (3) nine hour workdays and one (1) eight hour workday in the second seven (7) day span, or alternatively three (3) nine hour workdays and one (1) eight hour workday in the first seven (7) day span and five (5) nine hour workdays in the second span. This cycle shall be repeated twice each 28 day FLSA Work Period. Each nine (9) hour workday shall consist of nine (9) hours of work and either a 30 minute or one (1) hour unpaid meal period. The eight (8) hour workday shall consist of eight (8) hours of work and either a 30 minute or one (1) hour unpaid meal period. The determination as to a 30 minute or one (1) hour unpaid meal period shall be made by the Police Chief or his designee.
- f. 207(k) 9/81 Work Schedule. Employees shall work 81 hours in a consecutive 14 day, 336 hour period. This cycle shall be repeated twice each 28 day FLSA Work Period. Employees shall work five (5) nine hour workdays in one (1) seven (7) day span and four (4) nine hour workdays in the second seven (7) day span. Each nine hour workday shall consist of nine (9) hours of work and

either a 30 minute or one (1) hour unpaid meal period. While assigned to the 9/81 schedule, an officer shall earn two (2) hours of overtime during each 28 day FLSA Work Period, unless he or she takes leave without pay during the 28 day, 672 hour period.

- 3.3 Part Time Employment. During the term of this Agreement, no presently existing full-time positions will be eliminated as the result of the use of part-time employee(s) and, to the extent possible, when the workload of any one or more part-time employee(s) would justify the addition of a full-time position or positions, the parties will meet and confer regarding the addition of a full-time position or positions, subject to City Council approval.

The City and Association agree that, for a one-year period, effective October 1, 2004, the City shall employ four (4) part-time Background Investigators. Additionally, effective February 1, 2005, the City shall employ up to two (2) part-time Forensic Specialist I's. The terms and conditions of said employment shall be set forth in side letters between the City and Association.

- 3.4 Code Seven. Except for those employees assigned to Patrol, other employees whose meal periods are interrupted by the performance of job related duties, will receive another full, uninterrupted lunch period or will be compensated for their lunch period at their overtime rate of pay at time and one-half their regular rate of pay. For purposes of this section, "interrupted" shall mean a significant interruption of more than a few minutes (deminimus). For employees who receive a one-hour lunch period (half of which is paid) overtime compensation shall apply only to the unpaid half-hour. Unless exigent circumstances exist beyond the Department's control, employees assigned to Patrol shall be provided a 30 minute paid meal period. Should an employee's meal period be interrupted, every effort shall be made to allow the affected employee to resume his/her meal period for the remaining unused time, not to exceed the 30 minute total meal period.

ARTICLE IV

4.0 SALARIES

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

The respective rate ranges are identified by a three (3) digit number. The steps within each range are identified by the letters "A" through "E" inclusive, with the "A" step being the lowest step in the range. The purpose of each step and the length of service required for advancement to the next higher step within a particular salary rate range are set forth in Section 4.7 below.

- 4.3 Salary Adjustments.

- A. The base salaries of employees covered by this Agreement shall be adjusted as follows:

Effective July 1, 2004 through June 30, 2005 and July 1, 2005 through June 30, 2006, respectively, there shall be no salary increases for employees covered by this Agreement. If, however, any other City bargaining unit receives an across-the-board salary increase during the fiscal years defined above, employees covered by this Agreement shall receive the highest amount provided to any City bargaining unit.

Effective July 1, 2006, the base salary of employees covered by this Agreement shall be increased by the greater of the following amounts: 1) that percentage increase necessary, rounded to the nearest half-percent (.5%), not to exceed nine (9) salary rate ranges (approximately 4.5%), to ensure that the top step level base salary of a Santa Ana Police Officer is higher than the top step base salary for the position of police officer in any other municipal police department in Orange County or the position of deputy sheriff in the Orange County Sheriff's Department, on that date; or 2) that percentage increase in an across-the-board salary adjustment provided to any other City bargaining unit during fiscal year 2006-07.

Effective July 1, 2007, the base salary of employees covered by this Agreement shall be increased by the greater of the following amounts: 1) that percentage increase necessary, rounded to the nearest half-percent (.5%), not to exceed nine (9) salary rate ranges (approximately 4.5%), to ensure that the top step base salary of a Santa Ana Police Officer is higher than the top step base salary for the position of police officer for any other municipal police department in Orange County or the position of deputy sheriff in the Orange County Sheriff's Department, on that date; or 2) that percentage increase in an across-the-board salary adjustment provided to any other City bargaining unit for fiscal year 2007-08.

- B. Equity Adjustment. In addition to the across-the-board salary adjustments identified in 4.3A above, effective November 1, 2004, the salary rate range assigned to the class of Forensic Specialist I shall be increased by ten (10) salary rate ranges (approximately 5%).
- C. The assignment of classes to salary rate ranges is listed in Exhibit B, which is attached and made a part hereof as though set forth herein.
- D. Effective July 1, 2001, and in the event the City incurs an employer cost, safety employees covered by this Agreement will contribute up to 1.42% of their salary toward the 3% at 50 retirement benefit. Due to excessive employer contribution rates, effective July 1, 2004 and during the term of this Agreement, the agreed upon employee contribution rate shall be the maximum of 1.42%.
- E. Effective July 1, 1998, employees will contribute one-half percent (.5%) of their base salary plus pay additives through payroll deduction to a fund maintained by the Santa Ana Police Officers Association for the purpose of providing retiree health insurance premium reduction assistance.

Effective July 1, 1999, employees will contribute an additional one-half percent (.5%) for a total of one percent (1%) of their base salary plus pay additives through payroll deduction to a fund maintained by the Santa Ana Police Officers Association for the purpose of providing retiree health insurance premium reduction assistance. This payroll deduction for retiree health insurance premium reduction assistance will continue until such time as the parties may mutually agree to end said deduction.

Additionally, effective October 1, 2006 and October 1, 2007, respectively, the City shall contribute an amount equal to one-half percent (.5%) of the bargaining unit's annual base salary, including pay additives, for the purpose of providing retiree health insurance premium reduction assistance.

- 4.4 Application of Basic Compensation Plan. The salary rate ranges and steps contained in Exhibit A are monthly salary rates. All officers and employees working in classifications of employment covered by this Agreement shall be compensated at a monthly rate, except that an employee hired for temporary work in a position which has an anticipated duration of less than six (6) months shall be paid at a rate per hour for actual time spent in the performance of the duties of his or her employment. Any hourly rate of pay, defined as the regular hourly rate of pay, shall be computed by dividing the monthly salary rate plus pay additives 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 exactly one-half cent or higher shall fix the rate at the next higher whole cent.
- 4.5 Beginning Rates. A new employee of the City of Santa Ana shall be paid the rate shown as Step "A" 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 education, training and/or experience qualifications, the department head under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on Step "B" or Step "C" within the allocated salary 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.
- 4.6 Service. The word "service" as used in this Agreement shall be deemed to mean continuous, full-time service in the classification in which the officer or employee is being considered for salary advancement, service in the higher classification or service in a classification allocated to the same salary rate range and having generally similar duties and requirements. 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 officer or 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 officer or employee for the purpose of this Agreement and any such officer or employee reentering the service of the City shall be considered as a new officer or employee, except that he or she may be reappointed within one (1) year and may be placed in the same salary step in the appropriate salary range as he or she was at the time of termination of employment.

4.7 Advancement Within Ranges. The following regulations shall govern salary advancement within rate ranges:

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

B. Merit Advance. An officer or 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 Exhibit A of this Agreement. The effective date of such merit increase, if granted, shall be on the first 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 officer or 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 chief personnel officer a copy of each periodic efficiency or performance report required to be made on the officer or employee by the Santa Ana Municipal Code and/or the City Manager during the period of service time of such officer or employee subsequent to this last salary advancement.
2. The Police Chief, at least twenty (20) calendar days prior to the anticipated completion of such officer's or employee's required length of service, shall file with the City Manager a statement recommending the granting or denial for the merit increase and supporting such

recommendations with specific 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 4.9 of this Article.
- C. Length of Service Required When Advancement Denied. When an officer or employee has not been approved for advancement to the merit step E, he or she may be reconsidered for such advancement after the completion of three (3) months of additional service and shall be reconsidered for such advancement after the completion of six (6) months of additional service. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Subparagraphs B (2) and B (3) of this Section.
- 4.8 Reduction in Salary Steps. Any officer or employee who is being paid on merit step E may be reduced to Step "D" of the appropriate salary range, upon the recommendation of the Police Chief, and the approval of the City Manager. Procedure for such reduction shall follow the same procedure as outlined for merit advancements in Section 4.7 above, and such officer or employee may be considered for readvancement under the same provisions as contained in Subsection C of Section 4.7.
- 4.9 Promotional Salary Advancement. When an officer or 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 "A" in the appropriate salary rate range for the higher classification; provided however, that if the base salary step currently being paid such officer or employee is already equal to or higher than said Step "A," he or she will be placed in the lowest step in the appropriate salary rate range as will grant that officer or employee an increase of at least one (1) salary step over his or her current base salary step including any additive or additives such as career development or educational incentive pay, but excluding shift differential, assignment pay and bilingual pay.
- 4.10 Demotion. When an officer or 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.

- 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 officer or 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 Police Chief 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 4.8, above).

- 4.11 Reallocation of Salary Rate Ranges. Any officer or 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.
- 4.12 Direct Paycheck Deposit. The City and Association agree to form a Citywide task force to determine the feasibility of implementing a direct paycheck deposit system. If agreed to by all parties, the new system will be implemented by January 1, 2001, or as soon as practicable thereafter.
- 4.13 Deferred Compensation. If, during the term of this Agreement, the City agrees to match employee Deferred Compensation contributions for members of any other bargaining unit, then employees covered by this Agreement shall receive the same benefit.

ARTICLE V

5.0 ASSIGNMENT AND OTHER SPECIAL PAY ADDITIVES

5.1 Assignment Pay Differentials.

Effective the first day of the first full month following Council approval of this Agreement, assignment pay differentials, as listed herein and throughout the contract, will, in each case, be added individually and separately to the employee's base salary. In no event shall one assignment pay differential be added to the employee's base salary as a basis for the calculation of an additional pay differential.

- A. An incumbent in the class of Police Services Dispatcher who is continuously and regularly assigned to and actually performing in a lead supervisory and trainer capacity over an assigned shift of Police Services Dispatchers will be paid at a rate set ten (10) salary rate ranges (approximately 5.0%) above his or her then current base monthly salary step.
- B. Personnel in the class of Forensic Specialist I, who are regularly and continuously assigned to and actually performing duties in a "lead" supervisory capacity over a primary functional unit of Forensic Specialist I employees, will be paid at a rate set ten (10) salary rate ranges (approximately 5.0%) above their then current base monthly salary step.
- C. An incumbent in the class of Police Officer who is continuously and regularly assigned to and actually performing duties of a Corporal will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

Effective July 1, 2005, if a Corporal is assigned to lead a work unit without a Sergeant, he or she will be paid an additional five (5) salary rate ranges (approximately 2.5%) above his or her base monthly salary step for such assignment. At the present time, Directed Patrols and Civic Center Patrol units are examples of such assignments.

- D. An incumbent in the class of Detention Officer who is continuously and regularly assigned to and actually performing duties of a Senior Detention Officer will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

- E. The Police Chief at his discretion and based on the department's need may assign sworn officers to standby status for non-work days or other days as determined by the Police Chief. Officers thus assigned will be compensated at the rate of two (2) hours of straight time per day of standby duty. Officers assigned to standby status on non-work days will not lose their standby pay when called to duty, if they have been on call for at least six (6) hours when called. If officers on standby status are called to duty after having been on call for less than six (6) hours, they will be paid for their response to work, but not for their standby status.
- F. An employee who is continuously and regularly assigned as a Training Officer working in either Field Operations or the Detention facility will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- G. An employee who is continuously and regularly assigned to and actually performing duties of an Internal Affairs Officer will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- H. Effective July 1, 2003, an employee who is continuously and regularly assigned to perform training functions as a Parking Control Officer will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- I. Effective November 1, 2004, an incumbent in the class of Police Officer who is continuously and regularly assigned as a Canine Officer will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step. This pay shall be considered compensation for the care and feeding of the dog and will be in lieu of the thirty (30) minutes of time each day currently provided for such purpose.
- J. Effective July 1, 2005, an incumbent in the class of Police Officer who is continuously and regularly assigned to and actually performing duties of a Motor Officer assigned to the Traffic Division will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- K. Effective July 1, 2005, an incumbent, identified by the Police Department, who is continuously and regularly

assigned to and actually performing duties of a Detective/Investigator assigned to the Investigations Division or Special Investigations Units as well as Police Investigative Specialist, Background Investigator, Collision Investigator, and Graffiti Task Force Investigator, will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

- L. Effective November 1, 2004, each employee in the class of Detention Officer or Detention Supervisor, who is continuously and regularly assigned to either the 207(k) 7/12.5 Detention Work Schedule, or the 4/10.5 Detention Administration Work Schedule, shall be paid at a rate set six (6) salary rate ranges (approximately 3%) above his or her then current base monthly salary step. This assignment pay is compensation for the additional 30 minutes work or briefing time each day.
 - M. Personnel in the class of Firearms Examiner who are regularly and continuously assigned to and actually performing duties in a "lead" supervisory capacity over a primary functional unit, will be paid at a rate set ten (10) salary rate ranges (approximately 5.0%) above their then current base monthly salary step.
- 5.2 Shift Differential, Non-Sworn Personnel. Each employee in the classes of Animal Service Officer I, Animal Service Officer II, Forensic Specialist I, Crime Research Analyst, Forensic Specialist II, Police Communications Supervisor, Police Investigative Specialist, Police Property & Evidence Specialist, Police Service Officer, Police Evidence and Supply Specialist, Police Services Dispatcher, Communications Services Officer, Detention Officer, and Detention Supervisor, and Parking Control Officer 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 (4 1/2) hours between the hours of 5:00 P.M. and 7:00 A.M. will be paid a shift differential at a rate set ten (10) salary rate ranges (approximately 5.0%) above his or her then current base monthly salary step.
- 5.3 Bilingual Pay. Qualified employees who meet the following criteria shall be paid a monthly pay differential, above his or her base monthly salary step, as follows:
- A. Assignment by the Police Chief or his designee to a position requiring bilingual capability in both English and one of the following languages: Spanish, Samoan, Vietnamese, Cambodian, Korean, Hmong or other language designated by the City Manager; and
 - B. Certification by the chief personnel officer as having

satisfactorily demonstrated the required level of fluency in both languages.

- C. Sworn: Street Level Proficiency in Spanish. A Police Officer or Sergeant who successfully demonstrates the required level of bilingual fluency as determined by the chief personnel officer shall be paid a bilingual pay differential in an amount equal to the product obtained by multiplying the Step "E" base salary rate of Police Officer by five (5) salary rate ranges (approximately 2.5%).

Employees receiving "Street Level Proficiency" incentive pay may be required, as a condition of continued eligibility to receive such incentive pay, to successfully complete an eight (8) hour refresher course once every twelve months from the date of initial certification.

- D. Sworn: Complex Level Proficiency in Designated Languages. A Police Officer or Police Sergeant who successfully demonstrates the required level of bilingual fluency as determined by the chief personnel officer shall be paid a bilingual pay differential in an amount equal to the product obtained by multiplying the Step "E" base salary rate of Police Officer by ten (10) salary rate ranges (approximately 5%).

- E. Non Sworn: Secondary Level Proficiency in Designated Languages. A non-sworn employee who successfully demonstrates the required level of bilingual fluency as determined by the chief personnel officer shall be paid a monthly differential of forty dollars (\$40) above his or her then current base monthly salary step.

- F. Non-sworn: Primary Level Proficiency in Designated Languages. A non-sworn employee who successfully demonstrates the required level of bilingual fluency as determined by the chief personnel officer shall be paid a monthly differential of one hundred seventy-five dollars (\$175) above his or her then current base monthly salary step.

- 5.4 All assignments to positions set forth in Sections 5.1, 5.2, 5.3 above of sworn and non-sworn personnel shall be made or revoked in a fair manner at the discretion of the Police Chief.
- 5.5 Temporary Upgrade Assignment Pay. The parties acknowledge that from time to time it may be necessary for the department to fill a vacant, full-time budgeted, higher-level position. The parties agree that such a position may be filled by an eligible unit member for an initial period

of up to six (6) months, and at the discretion of the Chief of Police, for an additional six (6) months; and that the employee assigned to fill such a position shall receive Temporary Upgrade Assignment Pay as set forth below:

A. Eligibility.

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

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

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

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

B. Compensation.

1. After an employee has served two (2) consecutive calendar weeks in a vacant, full-time, budgeted, higher-level position, he shall be compensated at the Temporary Upgrade Assignment Pay rate for each full day that he is assigned to the higher-level position, retroactive to the first (1st) day

of said assignment.

2. An employee serving in a Temporary Upgrade Assignment will be paid a temporary assignment pay premium at a rate set ten (10) salary rate ranges (approximately 5%) above their then current base monthly salary step.
3. An employee assigned to a vacant, full-time budgeted, higher-level position not represented by this bargaining unit will retain all fringe benefits afforded to members of this bargaining unit, if the employee remains eligible for such pay while in the temporary assignment, in accordance with this MOU, but will not be eligible for any benefits afforded to members of the bargaining unit for the position to which he or she is temporarily assigned.
4. An employee assigned to a vacant, full-time, budgeted, higher-level position will continue to accrue, and have recorded, general, special, or normal salary step increases in the employee's permanent position; however, such salary increase will be paid only to maintain the minimum ten (10) salary rate range (approximately 5%) differential required by this section.

ARTICLE VI

6.0 CAREER DEVELOPMENT PROGRAM

6.1 Definitions. For the purpose of clarifying the criteria for the Police Career Development Program designations set forth in Sections 6.2 through 6.8 of this Article, the following definitions apply:

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

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

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

assignment have been completed. Not more than six (6) units of training through assignment to non-patrol duties may be earned in any one (1) year and not more than fifteen (15) such training units by assignment shall be used in meeting the criteria for the Police Career Development Program designations as set out in this Article.

6.2 Crime Scene Investigator (C.S.I.). Any sworn, safety-member Police Officer who attains the following educational and experience requirements and the approval as set out below shall be paid an additional five (5) salary rate ranges (2.5%) above his or her then current base monthly salary step. The criteria for such designation shall be as follows:

- A. Completion of two (2) years of experience as a sworn Police Officer, at least one of which shall be in the Santa Ana Police Department.
- B. Completion (acquisition) of at least thirty (30) educational and/or training units.
- C. Assignment to and actual performance of the duties and responsibilities of a C.S.I.
- D. Completion of a special training course for Crime Scene Investigators as developed and administered by the Santa Ana Police Department or such alternative course as designated for such purpose by the Police Chief.
- E. Approval of the Police Chief. The number of such designations as C.S.I. shall be no larger than the requirements of the department as determined by the Police Chief.

6.3 Senior Police Officer I. Any sworn, safety-member Police Officer, regardless of duty assignment, who fulfills the requirements established in this section shall be designated as a Senior Police Officer I and shall be paid at a rate set fifteen (15) salary rate ranges (approximately 7.5%) above his or her then current base monthly salary step. The criteria for such designation shall be as follows:

- A. Completion of five (5) years of municipal police experience in the Police Officer classification, of which thirty (30) months must be with the Santa Ana Police Department.
- B. Completion (acquisition) of at least sixty (60) educational and/or training units.
- C. Approval of the Police Chief.

- 6.4 Senior Police Officer II. Any sworn, safety-member Police Officer, regardless of duty assignment, who fulfills the requirements established in this section shall be designated as a Senior Police Officer II and shall be paid at a rate set twenty-five (25) salary rate ranges (approximately 12.5%) above his or her then current base monthly salary step in the Police Officer classification. The criteria for such designation shall be as follows:
- A. Completion of seven (7) years of municipal police experience in the Police Officer classification, of which thirty (30) months must be with the Santa Ana Police Department.
- B. Completion (acquisition) of at least ninety (90) educational/training units; or possession of an Associate of Arts degree from an accredited college with an additional thirty (30) or more educational/training units.
- C. Approval of the Police Chief.
- 6.5 Senior Police Officer III. Any sworn, safety-member Police Officer, regardless of duty assignment, who fulfills the requirements established in this section shall be designated as a Senior Police Officer III and shall be paid at a rate set thirty (30) salary rate ranges (approximately 15%) above his or her then current base monthly salary step in the Police Officer classification. The criteria for such designation shall be as follows:
- A. Completion of nine (9) years of municipal police experience in the Police Officer classification, of which thirty (30) months must be with the Santa Ana Police Department.
- B. Completion (acquisition) of at least one hundred twenty (120) educational/training units; or possession of an Associate of Arts degree from an accredited college with an additional sixty (60) or more educational/training units.
- C. Approval of the Police Chief.
- 6.6 Senior Police Sergeant I. Any officer holding the rank of Police Sergeant in the Santa Ana Police Department, regardless of duty assignment, who fulfills the requirements established in this section shall be designated as a Senior Police Sergeant I and shall be paid at a rate set fifteen (15) salary rate ranges (approximately 7.5%) above his or her then current base monthly salary step. The criteria for such designation shall be as follows:

- A. Completion of five (5) years of municipal police experience and be eligible for "E" step of the base salary rate range of the Police Sergeant class.

"Eligible" as defined only for Section 6.6(A) means that a Police Sergeant shall be considered for advancement from Step "D" or "E" to Senior Police Sergeant I upon the completion of the required length of service as provided in Section 4.2 and Exhibit A of this Agreement; the effective date of such increase shall be on the first day of the month following completion of such required length of service.

- B. Completion (acquisition) of at least sixty (60) educational and/or training units.

- C. Approval of the Police Chief.

- 6.7 Senior Police Sergeant II. Any officer holding the rank of Police Sergeant in the Santa Ana Police Department, regardless of duty assignment, who fulfills the requirements established in this section shall be designated as a Senior Police Sergeant II and shall be paid at a rate set twenty-five (25) salary rate ranges (approximately 12.5%) above his or her then current base monthly salary step in the Police Sergeant class. The criteria for such designation shall be as follows:

- A. Completion of seven (7) years of municipal police experience and be eligible for "E" step of the base salary rate range of the Police Sergeant class.

"Eligible" as defined only for Section 6.7(A) means that a Police Sergeant shall be considered for advancement from Step "D" or "E" to Senior Police Sergeant II upon the completion of the required length of service as provided in Section 4.2 and Exhibit A of this Agreement; the effective date of such increase shall be on the first day of the month following completion of such required length of service.

- B. Completion (acquisition) of at least ninety (90) educational and/or training units; or possession of an Associate of Arts academic degree from an accredited college with an additional thirty (30) or more education or training units.

- C. Approval of the Police Chief.

- 6.8 Senior Police Sergeant III. Any officer holding the rank of Police Sergeant in the Santa Ana Police Department, regardless of duty assignment, who fulfills the requirements established in this section shall be designated as a Senior

Police Sergeant III and shall be paid at a rate set thirty (30) salary rate ranges (approximately 15%) above his or her then current base monthly salary step in the Police Sergeant class. The criteria for such designation shall be as follows:

- A. Completion of nine (9) years of municipal police experience and be eligible for "E" step of the base salary rate range of the Police Sergeant class.

"Eligible" as defined only for Section 6.8(A) means that a Police Sergeant shall be considered for advancement from Step "D" or "E" to Senior Police Sergeant III upon the completion of the required length of service as provided in Section 4.2 and Exhibit A of this Agreement; the effective date of such increase shall be on the first day of the month following completion of such required length of service.

- B. Completion (acquisition) of at least one hundred twenty (120) educational/training units; or possession of an Associate of Arts academic degree from an accredited college with an additional sixty (60) or more educational/training units.
- C. Approval of the Police Chief.

- 6.9 Career Development Program - Non-Sworn. Effective the first day of the first full month following Council approval of this Agreement, an incumbent in one of the classes designated as "non-sworn" covered by this Agreement shall earn an additional amount as follows:

- A. Upon attainment of an Associate in Arts Degree and five (5) years' experience with the City of Santa Ana, said employee will be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
- B. Upon attainment of a Bachelor of Arts or Science Degree and with five (5) years' experience with the City of Santa Ana, said employee will be paid at a rate set an additional (5) salary rate ranges (approximately 2.5%) for a total of 10 salary rate ranges (approximately 5%) above his or her then current base monthly salary step. If said employee obtains a Bachelor's Degree without attaining an Associate in Arts Degree, he or she will be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step.

ARTICLE VII

7.0 TRAINING AND EDUCATIONAL ASSISTANCE PROGRAM

7.1 Purpose.

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

7.2 Eligibility.

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

coordination with the Personnel Services Department.

- G. When an employee is required by the Police Chief to attend a particular course or seminar, the expense shall be borne entirely by the City.
- H. For specifics regarding this Article, please refer to Santa Ana Police Department Training Bulletin 02-07 - Scheduling of Training Days and Travel Time Compensation.

7.3 Reimbursement.

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

7.4 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete an

Application for Training and Educational Assistance form and submit it to the Police Chief.

- B. The Police Chief will recommend approval or disapproval and forward the application to the Personnel Services Department. It is advisable that the applicant accomplish the procedures so far described prior to the inception of the course or disbursement of personal funds in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy.
- C. Within three months after he/she has completed the course and received his/her final grade, the employee must include official verification of his/her final grade with appropriate receipts for tuition and textbook costs to the Personnel Services Department. These will be returned to the employee upon request. Applications not submitted to the Personnel Services Department within three months following completion of the course become void.
- D. Upon receipt of the required documentation, the Personnel Services Department will determine whether the completed course of instruction is compatible with the provisions of Sections 2 and 3 of this Article. If found to be compatible, the Personnel Services Department will compute the amount of reimbursement, authenticate the application and forward it to the Police Chief.
- E. The Police Chief will then authorize the Finance and Management Services Department to reimburse the employee the approved amount out of the budget of the Police Department.

ARTICLE VIII

8.0 OVERTIME

- 8.1 General Policy for Overtime Work. Whenever it shall be determined to be in the public interest for employees to perform overtime work, or in an emergency situation, the City Manager, the Police Chief, or an authorized representative of the City Manager or Police Chief, may require an employee to perform overtime work.
- 8.2 Definition.
 - A. Standard Work Period Overtime. Overtime for those employees assigned to the Standard Work Period shall be authorized or required time worked in excess of those hours assigned to their particular Standard Work Period Schedule workday or hours in excess of 40 hours per Work Period.
 - B. Alternative Work Period Overtime. Pursuant to this Agreement, employees assigned to the Alternate Work Period shall earn overtime for authorized or required time worked in excess of those hours assigned to their particular Alternative Work Period Schedule workday or hours in excess of his or her Alternative Work Period Schedule hours in a consecutive 28 day, 672 hour period.
- 8.3 Computation of a Workday and Work Period. Paid leave for holidays, sickness, vacation, and other time off with pay shall be credited towards the total time worked in computing a regular workday, and/or a work period, as defined herein. Work amounting to less than six (6) minutes shall not be considered time worked. Overtime worked for six (6) or more minutes shall be calculated in six (6) minute intervals. Leave without pay shall not be credited towards the total time worked in computing a regular workday, and/or a work period, as defined herein.
- 8.4 Compensation for Overtime.
 - A. The preferable method by which overtime shall be compensated is by monetary payment, at one and one-half (1 1/2) times the employee's regular rate of pay.
 - B. Should the Police Chief determine that the best interests of the City will be served thereby, he or his designee may permit an employee to be compensated for overtime work by earning paid compensatory time off at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. The employee will be credited with time off at the rate of one and one-half

(1 1/2) hours of time for each hour of overtime worked. This time, hereinafter identified as "comp time" will be accrued in a comp time bank for each employee. The hours in this bank shall reflect the converted time value of each hour worked.

1. Effective January 1, 2005, employees are limited to the accumulation of 120 hours of comp time.
2. Twice during each calendar year, beginning April 15 and ending April 30 and beginning November 15 and ending November 30, each affected employee who has accrued comp time credits, may elect to convert up to forty (40) hours of such accrued time to the cash equivalent thereof, to a maximum of eighty (80) hours per calendar year.

C. Use of Comp Time.

1. When an employee submits a request for time off using accrued compensatory time, and that employee has found a qualified replacement, the time off request will be granted. "Qualified" means that the replacement officer or employee is able to fulfill the requirements of the position to which the requesting officer is assigned.
2. When an employee submits a request to take time off using accrued compensatory time and the officer deployment is above minimum staffing for that the requested day, then the request will be granted without further conditions. However, if the number of officers scheduled to work on the day(s) of the request is at or below minimum staffing as defined by the department, the compensatory time off request will be granted only if a qualified replacement has volunteered and committed to work the assignment left open by the request for time off. The volunteer may exchange days off with the requesting employee within the 14-day or 7-day work period, whichever applies, or may elect to receive overtime compensation.
3. Requests for use of compensatory time off during holidays as defined by the current MOU, must be submitted in time to be considered during the monthly scheduling meeting held by bureau and division commanders for the upcoming month. These requests will be considered by seniority and will be granted only if officer deployment is above minimum staffing.

4. Although it is always preferable for the officer to find a qualified replacement when requesting the use of compensatory time off, if provided sufficient notice of a request for time off, the department will work with employees to find a qualified replacement. Sufficient notice and reasonable period will be defined as follows:
 - a. Seventy-two (72) hours notice for one (1) day or less of time off requested.
 - b. Five (5) calendar days notice for more than one (1) workday up to one (1) workweek.
 - c. Fourteen (14) calendar days notice for more than one (1) week compensatory time off request.
5. If an employee has provided sufficient notice of a compensatory time off request, the department will work with the employee to find a qualified replacement in the following manner:
 - a. The watch commander will maintain a calendar of time off that has been requested in accordance with the guidelines listed above. Qualified employees will be allowed to volunteer to work these shifts. In the future, the department may develop, at its own discretion, an automated schedule that will contain this information.
 - b. If an employee volunteers and signs up to work for another employee who has requested compensatory time off, that volunteering employee will be held responsible for working that full shift without further reminder. Employees who do not show up to work, or retract their offer to replace another officer, may be subject to disciplinary action and may not be permitted to volunteer to work in this manner in the future.
6. The watch commander shall send out an e-mail message to all officers requesting a volunteer to cover the shift by switching days off or working on overtime.
7. When a compensatory time off request is made in a manner that does not comply with this policy, and granting that request would unduly disrupt the operations of the department, the department may

deny that request.

- 8.5 Incremental Usage. Time off with pay to compensate for overtime worked may be taken in increments as small as one-half (1/2) hour.
- 8.6 Excess Usage. If compensatory time off is used in excess of that available, such excess compensatory time off will first be deducted from any available vacation benefits and finally, deducted from the next scheduled wage or salary payment.
- 8.7 No Effect on Other Benefits. Overtime work shall not apply to the earning of employee benefits (retirement, holidays, vacation accrual, sick leave accrual and employee insurance benefits), toward the completion of probationary period or to progression within a salary rate range.
- 8.8 Overtime Work to be Apportioned. To the extent that he is reasonably able to do so, the Police Chief shall arrange work programs to minimize overtime work; necessary overtime work shall be apportioned among employees of like classification and assignment.
- 8.9 Advance Compensation for Overtime. 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.
- 8.10 Compensation for Overtime: Exclusions. Overtime pay or comp time shall be allowed an employee for attendance at conventions, conferences, seminars or the like, as long as prior authorization is received. Overtime pay or comp time pay shall be permitted only for attendance which is ordered on such employee's normal days off or for time beyond a normal workday's duration. Please refer to Santa Ana Police Department Training Bulletin 02-07 for details.
- 8.11 Call-Back-Duty.
 - A. Employees who are on call during their off-duty time due to their assignment (i.e., Homicide Investigators, Internal Affairs Sergeants, Crimes Against Persons Sergeants, etc.) and are called back to work will be paid for their travel time at the overtime rate from the time they leave their home until the time they return home, or until their regularly scheduled shift begins. Only that period of time devoted to work will

be compensated.

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

8.12 Accrued Overtime Paid Upon Promotions or Upon Separation.

Upon an employee's appointment to a position in which overtime may not be earned or upon an employee's separation from employment with the City 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.

8.13 Court Appearance. Compensation for court appearance by personnel covered by this Agreement shall be as follows:

- A. For each required court appearance made by an employee during his or her off-duty time in regard to City business, employees shall be paid overtime for the period of time from their arrival at court until they are released from court or the court session closes for that day. However, in no case, shall an employee receive less than two (2) hours overtime for a court appearance. If court appearances are made both in the morning and afternoon of a particular day, two (2) hours overtime will be allowed for each session attended. If the employee is not released and must remain available for afternoon court, the employee shall be paid overtime for all hours the court is in session that day.

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

- B. A subpoenaed employee scheduled to appear in court on City business during off-duty time may be placed on stand-by status by the Police Chief or his authorized representative if the employee can respond to the court, if called, within 60 minutes of the employee's

notification. In the event such off-duty employee is on stand-by status during any court session and is not required to appear in court, such employees shall be compensated two (2) hours on a straight time basis, for each court session. Such employee may elect, in lieu of paid time, two (2) hours of comp time off for standby time and not appearing in court, with the approval of the Police Chief. If such off-duty employee on stand-by actually appears in court, he or she shall be compensated as provided in Subsection A, supra.

- C. Employees assigned to the 3/12.5 or 7/12.5 Work Schedule who appear in court during their regularly scheduled workweek, and as a result do not receive adequate rest, will be allowed to flex their scheduled shift start time up to four hours, with the approval of the employee's immediate supervisor and watch commander, or immediate supervisor and section commander. Alternatively, the employee may be allowed to use up to four hours from his/her "Time Off Bank" or from compensatory time off at the beginning of their scheduled shift to ensure adequate rest.
 - 1. An employee whose work shift ends or starts within thirty minutes of a mandatory court appearance shall be compensated for those thirty minutes at an overtime rate.
- D. Employees who are on call for court during off-duty time, and who are called to testify, will be paid at the overtime rate of time and a half of their regular hourly rate, to include actual travel time from their home to court and back, or until their regularly scheduled shift begins. Travel time will be limited to a maximum of one (1) hour each way. Only that period of time devoted to work will be compensated. Time spent on personal pursuits or other non-work related activity will not be compensated.
- E. Those employees who have advance notice of their required appearance in court, have arranged an appearance time with the District Attorney's Office, or who otherwise have advance notice of mandatory court appearances, will not be compensated for travel time in any manner.
- F. Employees who appear in court during off-duty hours may elect to start their normal work shift early as specified herein.
- G. A subpoenaed employee scheduled to appear in court on City business during off-duty time and placed on standby status by the Police Chief or his authorized

representative will be compensated two (2) hours on a straight time basis if he or she is not advised of the cancellation of his or her appearance within five (5) Court business days of said appearance.

8.14 Creation of Association Comp Time Bank.

- A. Any member of the Association who works overtime, or has accrued but unused holidays, can designate that he or she will contribute the value of such time to a bank for use by members of the Association for the purposes and subject to the restrictions provided herein.
- B. Any member of the Association may receive time off for the welfare of officers, community service and any lawful activity of the Association with pay drawn from the bank described in Subsection A of this Section, provided that said employee first gains approval for said use by the executive board of the Association in the manner specified by its rules as adopted from time to time, and subject to the approval or disapproval of the Police Chief consistent with the operational needs of the Police Department.
- C. No withdrawal or use of such bank may be made by or on behalf of an employee ordered to take time off without pay for discipline imposed by the Police Chief or his designee.

8.15 Declaration of State of Emergency. Emergencies shall be governed by the provisions of Santa Ana Municipal Code Section 9-194.

8.16 Compensation of Voluntary Contract Overtime. Exclusive of other provisions of this Article, except Section 8.7 (No Effect on Other Benefits) supra, Police Officers and Police Sergeants who voluntarily agree to perform contract security services at games, parades, dances and similar public events shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

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

ARTICLE IX

9.0 HOLIDAYS

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

- January 1st - 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.
- December 25th - In observance of Christmas Day.
- Last working day before Christmas Day, unless Christmas falls on a Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof.
- One (1) Floating Holiday - Any workday selected by the employee with prior permission of the employee's supervisor.
- Every day proclaimed by the Mayor of the City as a holiday for City employees.

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

9.2 Full-time, permanent and probationary employees covered by this agreement shall be entitled to receive 96 hours off during the calendar year in lieu of the twelve (12) holidays specified in Section 9.1, supra. Said employee required to work on a City observed "legal" holiday shall be paid at his or her straight time rate.

However, if an employee who separated from the service of the City has taken time off for holidays in advance of the date or day the holiday actually occurred, he or she must pay the City the cash value for such used but unearned holiday time off benefits prior to or at the time of separation.

9.3 Cash Option. Employees covered by this Agreement shall be given an option twice per calendar year to receive cash compensation computed on a straight time basis in lieu of eighty (80) hours of their annual holiday leave benefits set forth in Section 9.2 above. Specifically, employees may begin to cash out up to 40 hours beginning on April 1, 2005 ending April 30, 2005 and up to 40 hours beginning on November 1, 2005 ending November 30, 2005. If, however, an employee did not cash out any of their holiday time in April, they may cash out up to 80 hours in November.

Such option may be eliminated or modified to the extent it is construed as overtime under Department of Labor guidelines implementing provisions of the Fair Labor Standards Act (FLSA).

9.4 A newly-appointed employee must actually work at least one day preceding the day a holiday listed in Section 9.1, supra, actually occurs in order to receive credit for such holiday. The employee will then be credited with all remaining holidays in the year occurring after the appointment.

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

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

9.5 This "time off," as defined in Article X, Section 10.6, may be taken in increments as small as one half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one half (1/2) hour.

9.6 Holiday benefits may not be carried over from one calendar year to the next.

ARTICLE X

10.0 VACATION

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

10.2 Regular Vacation Period.

- A. Full time employees shall be granted regular vacation at the rate of 80 hours for each of his or her first and second completed year of service, accrued on a monthly basis at the rate of 6 2/3 hours for each completed month of service. Thereafter, all such employees shall be granted regular vacation at the rate of 120 hours for each completed year of service, accrued at the rate of 10 hours for each completed month of service.
- B. An 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 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 full-time 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. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service for vacation accrual purposes.
- E. Computation of Regular Vacation.

- 1. In computing regular vacation, each municipal holiday that occurs during the vacation, and that falls on a day which the employee would have worked had he or she not been on vacation, shall be deducted from the computation so that ten (10) additional hours of regular vacation shall be allowed to the employee unless departmental practice provides some other manner of compensating for municipal holidays. 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 Police Chief, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave.

2. No employee may carry over from one calendar year to the next, more than the equivalent of two (2) regular vacation periods from the previous two (2) years, and vacation not taken beyond that amount is forfeited. A regular vacation period is defined as the maximum amount of vacation earned in a calendar year as provided in Subsection A, supra.
3. No employee shall have a right to accumulate or split his or her vacation, but the same may be allowed or required by the Police Chief.

10.3 Longevity Vacation.

- A. Each permanent employee is granted additional hours of vacation leave with pay for each computed year of full-time, continuous city service as set forth in the following table. This additional vacation shall be designated longevity vacation.

<u>Completed Years</u>	<u>Hourly Equivalent of Additional Days</u>
6	4
7	8
8	12
9	16
10	20
11	24
12	28
13	32
14	36
15	40
16	48
17	56
18	64
19	72
20	80

- B. No employee becomes eligible for longevity vacation until completion of the sixth year of continuous service, and each employee continues to earn the maximum of 80 hours of longevity vacation for each completed year of service in excess of 20 years.

- C. A period of earlier service does not apply toward longevity vacation accumulation when an employee has had a break in continuous service, unless the break in service is concluded by reappointment, as provided in Section 9-114 of the Santa Ana Municipal Code or by reemployment from layoff within one (1) year.
- D. Leave of absence without pay, as provided in Article XI, Section 1E (Sick Leave-Extended) and Section 10.8 (Authorized Absence Without Pay - Long Term) herein, does not constitute a break in continuous service as used in this section; however, the leave of absence period shall not be applied toward the accumulation of longevity vacation. Absence on military leave followed by reinstatement, as provided in Section 9-143 of the Santa Ana Municipal Code does not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of longevity vacation.
- E. Effective July 1, 2005, employees covered by this Agreement shall be given an option once per calendar year, to receive cash compensation computed on a straight time basis in lieu of up to a total of forty (40) hours of their longevity vacation leave benefits set forth in Subsection A above.

Such option may be eliminated or modified at the discretion of the Department to the extent it is construed as overtime under Department of Labor guidelines implementing provisions of the Fair Labor Standards Act (FLSA).

- 10.4 Limitation on Vacation. With the exception of a retiring employee, no employee is granted, and no employee shall be allowed to take, any vacation leave with pay in excess of 400 hours in any one year by any combination of the vacations granted in this Agreement. Further, no employee may carry over from one calendar year to the next more than the equivalent of one longevity vacation period and the equivalent of one regular vacation period from the previous two (2) years, and vacation not taken beyond that amount is forfeited. Therefore, the maximum vacation that an employee with less than six (6) years service could accumulate is 240 hours and only an employee with more than 20 years of service could carry over and take the authorized maximum of 400 hours in any one year.

Notwithstanding the foregoing, for any affected employee who is in jeopardy of losing vacation because of department staffing needs, the Police Chief may provide for a 30-day extension beyond the normal cut off date so that such employee will not lose vacation time.

10.5 Excess Usage. If vacation time off is used in excess of that available, such excess vacation time off will be, first, deducted from any available compensatory time off accrual; finally, deducted from the next scheduled wage or salary payment.

10.6 Time Off Banks. Employee Time Off Banks exist for each employee in the unit. Time off will be computed on an annual basis. Separate banks will be maintained for vacation, holidays, and compensatory time, respectively, based on existing policies applicable to each. Time off from each bank may be taken in increments as small as one half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one half (1/2) hour.

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

NOTE: All other policies and procedures described in Article VIII, "Overtime", Article IX, "Holidays", and Article X, "Vacation" will apply to the Time Off Banks. However, no employee will be allowed to carry a negative balance in any Time Off Bank.

ARTICLE XI

11.0 OTHER LEAVES OF ABSENCE

11.1 Sick Leave.

- A. Definition. Except as otherwise provided below, sick leave shall be deemed to mean absence from duty of an employee because of non-industrial illness or injury that prevents the employee from performing the duties of his or her position, and shall be deemed to include time in quarantine resulting from non-duty related exposure to a contagious disease.
- B. Accrual. Each employee shall be entitled to, and shall earn, eight (8) hours of sick leave for each full calendar month of service in which he or she is employed by the City with full pay; provided, however, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave as aforesaid. Subject to the other provisions in this Article, sick leave shall accrue to the credit of each employee to the extent that it is not used. Notwithstanding the foregoing, employees on leave of absence for service-connected illness or injury who are covered by the provisions of Labor Code Section 4850, shall continue to accumulate eight (8) hours of sick leave for each full calendar month of service for which he or she is employed by the City with full pay during said absence for service-connected illness or injury.
- C. Authorized Only When Necessary. Use of sick leave by City employees shall be authorized as follows:
 - 1. Sick leave is not a right which an employee may use at his or her discretion, but shall be allowed only in cases of necessity and actual sickness or disability, or as authorized in Subsection J below.
 - 2. With respect to "miscellaneous-member" employees covered by this Agreement, when such an employee's absence is caused by an industrial illness or injury, for which benefits are required to be provided under the State Workers' Compensation Insurance and Safety Act, the City shall pay 100% of salary for the first three (3) days of such absence and sick leave shall not be debited.
- D. Limit. The maximum total accumulation of sick leave

with pay shall be 1600 hours. Sick leave usage of less than a full day shall be charged in minimum increments of one-half (1/2) hour, with fractional usage rounded upward to the next higher multiple of one-half (1/2).

E. Extended. The City Manager may grant leave up to six months without pay to an employee who has exhausted all of his or her accrued sick leave if the City physician or 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 he or she 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 Vacation. After an employee's sick leave has been exhausted, he or she may be granted permission to take any earned vacation he or she may have accrued.

G. Notice. The employee taking sick leave shall notify his or her immediate supervisor not less than one (1) hour prior to the time he or she is scheduled to report for duty. When the absence is more than three (3) consecutive working days, the employee must present to the Police Chief a physician's certificate stating that, in the physician's opinion, the employee could not report to work because of illness or injury and that the employee is sufficiently recovered to safely return to work. Such certificate shall be transmitted to the chief personnel officer with the report of the return of the employee 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 of 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, from any available vacation leave benefit; third, from any available holiday leave benefits; and finally, deducted from the next scheduled wage or salary payment.

- J. Personal Necessity Leave. Each employee shall be afforded the opportunity to use up to 48 hours of sick leave per calendar year, on a non-cumulative basis, as personal necessity leave. All of this personal necessity leave may be used to attend to an illness of a child, parent, or spouse of the employee. As used in this section, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and "parent" means a biological, foster, adoptive parent, a stepparent, or a legal guardian.

Up to three (3) days of this personal necessity leave may be used: (a) to attend to a serious accident to members of the employee's immediate family; (b) childbirth; (c) to cope with imminent danger to the employee's home or other valuable property; or (d) when the existence of external circumstances beyond the employee's control make it impractical for him or her to report for duty. For the purposes of this section only, a "day" shall be defined as the number of hours of work that an employee is required to work according to his or her specific workday schedule.

- K. Payment for Unused Sick Leave.

Definition. All employees, except for those involved in disciplinary termination, shall be entitled to payment under the following provisions:

1. After ten (10) years of cumulative full-time service with the City, each qualified employee shall be entitled to payment for one-third (1/3) of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 427 hours, at the rate of pay in effect on the date of such termination.
 - a. At his or her option, an employee may convert the above lump sum payment option into health insurance or long term care insurance premiums to the extent necessary to provide the employee and his or her designated eligible dependents, if any, with benefits under the health insurance program

maintained by the Association. The City's obligation to pay such premiums shall be terminated when the sum of premiums paid equals one-hundred fifty percent (150%) of the amount of the lump sum payment that the employee would have received for unused sick leave benefits had this option not been elected, not to exceed a maximum of 640 hours.

2. After 15 years of cumulative full-time service with the City, each qualified employee shall be entitled to credit for two-thirds (2/3) of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 1,066 hours, calculated at the rate of pay in effect on the date of such termination. This credit shall be applied toward monthly health insurance premiums or toward long-term care insurance premiums, beginning on the effective date of termination. The City's obligation to pay such premiums to the Association on behalf of the employee shall be terminated when the total credit as described above has been exhausted.
3. After 20 years of cumulative full-time service with the City, each qualified employee shall be entitled to one of two options: (a) payment for 1/3 of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 533 hours, at the rate of pay in effect on the date of such termination, or (b) credit for 2/3 of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 1,066 hours, as defined in "2" above.
4. After 25 years of cumulative full-time service with the City, each qualified employee shall be entitled to one of two options: (a) payment for 2/3 of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 1,066 hours, at the rate of pay in effect on the date of such termination, or (b) credit for 2/3 of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 1,066 hours, as defined in "2" above.
5. At the employee's election, payment for unused

sick leave in the above provisions may be received in either a lump sum of money, or in equal monthly payments for a period of up to five (5) years.

6. A lump sum payment shall be made to the beneficiaries of any eligible employee whose death occurs while such employee is an active employee of the City, such payment to be in the amount of 1/3 of the total sick leave benefit credited to the employee's account at the time of his or her death, and at the rate of pay effective on the date of death.
7. Upon the death of any retired employee receiving a benefit under this provision said benefit will continue to be provided on behalf of said retired employee to his or her beneficiary.

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

- A. Any relative by blood or marriage who is a member of the employee's household;
- B. A parent, parent-in-law, spouse, child, brother, sister, grandparent or grandchild of the employee, regardless of residence;
- C. Any other relative of the employee by blood or marriage where it can be established by the employee that as a result of such relative's death, the employee's presence is required.

11.3 Military Leave.

- A. Proof of Orders and Reinstatements. An employee shall be granted military leave if he or she furnishes the Chief Personnel Officer satisfactory proof of his or her orders to report for duty. Upon return and upon showing proof of actual service pursuant to such orders, he or she will be reinstated as provided in Section 9-143 of the Santa Ana Municipal Code.
- B. Temporary. Members of the reserve forces of the

United States, or the National Guard, granted temporary leave when ordered to duty, in accordance with the Military and Veterans Code and Section 9-144 of the Santa Ana Municipal Code, will be granted leave with pay not to exceed thirty (30) calendar days in each calendar year after one year's service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

- 11.4 Jury and Witness Leave. When an on-duty employee is called to serve as a juror or a non-party witness in any court action he or she shall be allowed leave for the time actually required for such service, without loss of pay. Each on-duty employee called for such service shall present to the Police Chief for examination the subpoena calling 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. Refer to Departmental Order 396 - Jury Duty for specifics.
- 11.5 Examination Leave. Employees participating in examinations conducted during their normal working hours for positions in the competitive service of the City of Santa Ana will be granted leave with pay for the time actually required, without loss of any accrued vacation or compensatory time off benefits.
- 11.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without leave for five (5) consecutive working days shall be deemed a resignation from the service; provided, however, if upon return to duty the person so absenting himself makes an explanation satisfactory to the Police Chief of the cause of his absence, the Police Chief may restore him to his position, with the City Manager's approval.
- 11.7 Authorized Absence Without Pay. Absence without pay not to exceed five (5) consecutive working days, may be authorized by the Police Chief. Absence without pay not to exceed fifteen (15) calendar days may be authorized by the department with the approval of the City Manager. Such absences may be authorized only if in the judgment of the Police Chief they serve the best interest of the City.
- 11.8 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having permanent status plus action by the Police Chief recommending approval of the request, the City Manager may grant a leave of absence for up to six (6) months.

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

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

11.10 Industrial Leave.

- A. Each "safety member" employee covered by the provisions of Labor Code Section 4850 who is compelled to be absent from duty because of an illness or injury covered by the State of California Workers' Compensation Insurance and Safety Act shall, in lieu of temporary disability compensation payable under the aforementioned Act, continue to be paid his or her normal salary and accrue other benefits in accordance with the provisions of Labor Code Section 4850.
- B. Any period of time during which an employee is required to be absent from 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 adjustment or to the accrual of vacation and seniority.

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

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

- 1. Employees may donate vacation or compensatory time or one 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 Police Chief or his designee as provided herein below.

3. Donations shall be for a minimum of two (2) hours and a maximum of eight (8) hours per donor. All donations must be made in two-hour increments, except in lieu holidays must be for eight (8) hours.
 4. Any authorization of donations not made in accordance with the procedures outlined in Section 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 and may be used pursuant to Article XI, Sections 11.1A through 11.1K above.
- B. Eligibility. Full-time employees shall be eligible for catastrophic leave donations if the following criteria are met:
1. When it is reasonably foreseeable that all accrued time on the books, such as sick leave, compensatory time, vacation, and in lieu holidays, will be exhausted and the employee's illness will continue past the time when the employee will be on paid status.
 2. The Police Chief or his designee has approved a written request for donations accompanied by a medical statement from the employee's attending physician. The attending physician's statement must verify the employee's need for an extended medical leave and an estimate of the time the employee will be unable to work.

C. Procedure.

1. Upon receipt of a valid request for donations from an eligible employee, the Police Chief or his designee shall post a notice of the eligible employee's need for donations on bulletin boards accessible to employees. No confidential medical

information shall be included in the posted notice.

2. Employees wishing to donate time to an eligible employee must sign 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-week donation period, the department shall verify that each donating employee has accrued vacation and/or comp time balances sufficient to cover the designated donation.
 4. The department shall submit all approved donation authorizations for an eligible employee at one time for processing. No donation authorizations for the eligible employee will be processed after this period. However, employees who receive donations under this procedure and who exhaust all donated hours may request an additional donation period subject to the provisions of Section A, herein.
 5. The City shall add the donated time to the recipient's sick leave account.
- D. Upon the death of any active employee receiving a benefit under this provision, the City agrees to pay any unused Catastrophic Leave Donations remaining on the books to the surviving beneficiary.
- E. For those current employees with unused catastrophic leave on the books, the City agrees to convert said unused catastrophic leave to sick leave for use in accordance with the provisions of

Article XI, Sections 11.1A through 11.1K above.

ARTICLE XII

12.0 EMPLOYEE INSURANCE

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

A. Medical Insurance. During the term of this Agreement, the City will contribute the following amounts to the Santa Ana Police Officers Association Medical Insurance Trust Fund for each affected employee enrolled in medical insurance plans provided by the Association for its bargaining unit members and their eligible dependents:

Effective 7-1-04 - 6-30-05: \$648/month per employee.

Effective 7-1-05 - 6-30-06: \$710 /month per employee.

Effective for 7-1-06: The City and Association agree to reopen this provision of the Agreement to discuss rates.

Effective for 7-1-07: The City and Association agree to reopen this provision of the Agreement to discuss rates. Any contributions necessary to maintain benefits under said medical plans in excess of the amounts referenced shall be borne entirely by the Association and/or the enrollees.

B. Dental Insurance. During the term of this Agreement, the City will contribute the following amounts to the Santa Ana Police Officers Association Medical Insurance Trust Fund for each affected employee enrolled in dental insurance plans provided by the Association for its bargaining unit members and their eligible dependents:

Effective 7-1-04 - 12-31-05: \$70/month per employee.

Effective 1-1-06: \$80/mo per employee.

Effective for 1-1-07: The City and Association agree to reopen this provision of the Agreement to discuss rates.

Any contributions necessary to maintain benefits under said dental plans in excess of these amounts per month shall be borne entirely by the Association and/or the enrollees.

C. Long-Term Disability (L.T.D.) Insurance. The City shall continue to contribute to the Santa Ana Police Officer Medical Insurance Trust Fund an amount toward the payment of premiums for each employee who is enrolled in the long-term disability insurance plan provided by the Association for employees covered by this Agreement in accordance with the following schedule:

1. With respect to sworn, "safety-member" police personnel, up to a maximum of sixty-eight dollars (\$68.00) per month per enrollee.
2. With respect to non-sworn, "miscellaneous-member" personnel, up to a maximum of sixty-four dollars (\$64.00) per month per enrollee.

Any contribution necessary to maintain benefits under such long-term disability insurance plan provided by the Association for covered employees in excess of the amounts set forth as above shall be borne by the Association and/or the enrollees.

D. Life Insurance. The City shall maintain in effect for the term of this Agreement its existing life insurance plan for employees covered by this Agreement on the same basis as said plan was offered to employees as of December 31, 1988 except the term life insurance coverage for each affected employee will be in the amount of twenty thousand dollars (\$20,000), plus twenty thousand dollars (\$20,000) accidental death and dismemberment (AD + D) coverage, at no cost to the employee.

12.2 Retiree Health Insurance Plan. Members retiring on or after July 1, 1997, will be provided health insurance premium reduction assistance.

All bargaining unit employees and the Association shall hold the City harmless, defend and indemnify the City for any claims regarding the administration of, or the payment of, claims under any Association designed retiree health insurance benefit plan.

12.3 Employees on unpaid leave of more than fifteen (15) calendar days shall not receive the City's contribution toward any insurance coverage. The Police Department will notify the Association of all employees on unpaid leave or who separate from City employment within three (3) working days. The City will continue the payment of contribution for insurance coverage until the end of the month in which the Association had received notice from the City of the employee's separation from employment.

ARTICLE XIII

13.0 RETIREMENT

13.1 General. The City shall continue to make contributions to the California Public Employees' Retirement System (CalPERS) in accordance with its contract with CalPERS for employees covered by said contract as amended on January 1, 1990 and to be amended to provide for the 3% at 50 benefit effective July 1, 2001.

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

- A. With respect to "safety-member" employees, the City shall pay an amount equal to nine-ninths (9/9ths) of his or her individual employee retirement contribution.
- B. With respect to "miscellaneous-member" employees covered by this Agreement, the City shall pay an amount equal to seven-sevenths (7/7ths) of his or her individual employee retirement contribution.

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. The City has received an opinion or ruling from the Internal Revenue Service confirming that these payments are deferred compensation, not ordinary income.

In the event that the City receives a subsequent ruling from the Internal Revenue Service that such payments are ordinary income of the employees instead of deferred compensation, the City's obligation to make such payments shall discontinue and in place thereof the base salary of each affected employee shall forthwith be increased by eighteen (18) salary rate ranges (9.0%) for "safety-member" and fourteen (14) salary rate ranges (7.0%) for all "miscellaneous-member" employees covered by this Agreement.

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

13.3 CalPERS Fourth Level of 1959 Survivors Benefits. Effective November 7, 2002, the City will provide CalPERS fourth level of 1959 Survivors Benefit to all eligible employees in the unit.

13.4 CalPERS Pre-Retirement Optional Settlement 2 Death Benefit. Effective July 5, 2000, the City shall provide the CalPERS Pre-Retirement Optional Settlement 2 Death Benefit to all employees covered by this Agreement.

13.5 3% at 50 Service Retirement Benefit for Safety Members. The City agrees to amend its contract with CalPERS to provide Safety employees represented by this bargaining unit with the 3% at 50 Service Retirement benefit effective July 1, 2001.

Payment of 3% at 50 Service Retirement Benefit. The actual cost for the benefit shall be determined upon receipt of the annual actuarial valuation setting forth employer rates for the 2001-02 fiscal year and every subsequent year thereafter. In order to provide this benefit to its current safety members, the City and Association agree that eligible employees will pay 50% of the total additional normal cost to provide this benefit, not to exceed 1.42% of safety payroll, at such time as the City of Santa Ana incurs such cost.

Yearly Actuarial Valuation Fluctuations. CalPERS provides the City with a yearly actuarial valuation informing it of its new employer contribution rate to be in effect July 1st of each year. The City and Association agree that the City's employer contribution rate will fluctuate from year to year based on the investment returns earned by the retirement system. The City agrees that current eligible safety employees paying to receive this benefit should also benefit from this yearly fluctuation in the City's annual actuarial valuation. As such, current eligible Safety employees will contribute 50% of any yearly City employer contribution rate to a maximum of 1.42%. Due to excessive employer contribution rates, effective July 1, 2004 and during the term of this Agreement, the agreed upon employer contribution rate shall be 1.42%.

13.6 Military Service Credit as Public Service. Effective January 2, 2001, Safety employees, and April 5, 2002, Miscellaneous employees, respectively, may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service. The City agrees that, as soon as practicable following Council approval of

this Agreement, and amendment to the CalPERS contract, employees who elect to purchase service credit may do so on a "pre-tax" basis.

- 13.7 Retirement Reopener. Effective for July 1, 2006, the City and Association agree to reopen Article XIII Retirement, for the purpose of discussing the feasibility of an enhanced retirement formula for Local Miscellaneous Members. Additionally, at the same time, the City and Association agree to reopen this Agreement for the purpose of discussing the feasibility of providing "safety retirement" to Detention Officers, Senior Detention Officers, and Detention Supervisors.
- 13.8 Credit for Unused Sick Leave. Effective January 1, 2002, a non-sworn employee covered by this Agreement can have unused accumulated sick leave at the time of retirement converted to additional service credit, pursuant to regulations prescribed by PERS. The City must report only those hours of unused sick leave that were accrued by the employee during the normal course of employment. This section applies to members whose effective date of retirement is within four (4) months of separation from employment. Effective July 1, 2007, the provisions of this section will also apply to sworn employees covered by this Agreement.

ARTICLE XIV

14.0 RELEASE TIME FOR ASSOCIATION REPRESENTATIVE

During the term of this Agreement, the City agrees to grant full-time release from duty for one (1) Association representative for the conduct of Association affairs subject to the following:

- 14.1 The Association shall reimburse the City for one hundred percent (100%) of salary (including any salary additives, such as career incentive pay) and benefit costs. Such reimbursement may be from the bank established pursuant to Section 8.15 of Article VIII of this Agreement.
- 14.2 The Association shall provide an insurance policy or policies, or certificate of such insurance, naming the City of Santa Ana, its officers, employees and agents as insured or additional insured, which provides coverage against liability for any and all claims and/or suits for damages or injuries to persons or property resulting from or arising out of any act or omission of said Association representative. Said policy or policies of insurance shall provide coverage for both bodily injury and property damage in not less than the following minimum amounts: One million dollars (\$1,000,000.00) combined single limit or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of insured or additional insured shall be effective until thirty (30) days notice thereof has been given in writing to the City of Santa Ana.
- 14.3 The Association shall provide the City of Santa Ana with an insurance certificate from a workers' compensation insurance carrier certifying that it carries primary workers' compensation insurance on behalf of said Association representative and the policy shall not be cancelled nor the coverage reduced except upon ten (10) days' prior notice to the City of Santa Ana.
- 14.4 The Association shall indemnify and save harmless the City of Santa Ana, its officers and employees, from and against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents of the City of Santa Ana, and shall defend, indemnify and save harmless the City of Santa Ana, its officers and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors, or omissions, or arising out of the intentional or malicious acts of Association's representative.

- 14.5 The Association and the City of Santa Ana agree that the Association's representative will not be required to carry out any peace officer's duties during such time that the Association's representative is on such full-time release from duty. The Association's representative will be required to comply with the Rules and Regulations of the Santa Ana Police Department as they apply to off-duty employees, except such representative will not be required to report for duty for any purpose.
- 14.6 Upon return to duty from such full-time release, the Association's representative shall be restored to the same position without loss of any benefits as he or she would have occupied or accrued if there had been no disruption in duty status.

The Association agrees that since the Association representative does not report for duty or account to the City for his or her sick leave or vacation time, that vacation and sick leave accruals shall be treated as follows:

- A. The Association representative shall accrue eight (8) hours of sick leave each month until the accrued sick leave total reaches a maximum of 1600 hours.
- B. Vacation shall be accrued consistent with existing POA MOU provisions. The Association representative may not carry over from one (1) calendar year to the next more than the equivalent of one (1) longevity vacation period and the equivalent of one (1) regular vacation period from the previous two (2) years. Regular vacation in excess of that accrued during the previous two (2) year period will be forfeited.
- C. The Association representative may not donate his/her accrued vacation or holiday time.

ARTICLE XV

15.0 SAFETY

- 15.1 The City and the employees of the City agree to comply with all applicable federal, state and local laws, and City of Santa Ana regulations, which relate to health and safety.

ARTICLE XVI

16.0 RESIDENCY

- 16.1 To the extent possible, the City shall perform any and all acts necessary to remove limitations upon where employees reside who are covered by this Agreement.

At the discretion of the Police Chief, selected special duty assignments may be designated as rapid response assignments. In those instances, the Police Chief may apply specific residency requirements upon members assigned to those positions.

ARTICLE XVII

17.0 DISCIPLINE

- 17.1 Any permanent employee covered by this Agreement may only be disciplined in accordance with the standards and procedures and subject to all rights of appeal set forth in Santa Ana Municipal Code Sections 9-9, 9-10, 9-118.1, et seq. Any probationary employee covered by this Agreement may be disciplined in accordance with the standards and procedures set forth in Santa Ana Municipal Code Sections 9-90, 9-91, 9-118, and subject to review in accordance with the grievance review procedure contained in this Agreement.
- 17.2 In addition, a new section shall be added to the Municipal Code to provide as follows:
 - A. In the event an employee is ordered to absent himself from the job based on probable cause and it is subsequently determined by the Police Chief, the City Manager, Personnel Board or a court of competent jurisdiction, that cause did not exist for the ordered absence, the employee shall have restored to him any paid leaves of absence against which such absence may have been charged, and he shall be granted a retroactive leave of absence with pay for the time during which he was prohibited from performing the duties of his position, less any compensation paid to him by the City during such ordered absence unless such employee waives his/her rights to retroactive pay.
 - B. In the event an employee is reduced, suspended and/or discharged, and upon appeal the City Manager, Personnel Board or a court of competent jurisdiction does not sustain such reduction, suspension, and/or discharge, the employee shall be entitled to his base rate or salary including all additives, vacation, and sick leave as if such unsustained reduction, suspension, or discharge had not been invoked. However, in no event shall an employee be entitled to any salary or credit for vacation and sick leave for any period of time covered by a suspension sustained on appeal or for any period of time waived by the employee as a condition to the granting of a continuance of any hearing on appeal.
 - C. If, during an absence for which an employee is paid pursuant to this Section, he earned any money which he would not have earned had he continued to perform the duties of his position, such sum shall

be deducted from the salary otherwise payable to him pursuant to this Section.

ARTICLE XVIII

18.0 GRIEVANCE REVIEW PROCEDURE

18.1 Definition of Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees or the Association 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 provision of the City Charter and the Civil Service Rules and Regulations.

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

18.2 Informal Process.

A. An employee 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 ten (10) calendar days after the occurrence of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance.

If the employee's grievance is directed against the actions of his or her immediate supervisor, the employee may initiate his or her grievance with his or her Division Commander. In such cases, the employee shall file his or her grievance directly with the Division Commander within ten (10) calendar days of the event. Response time lines will continue as designated for Division Commander and above. If the grievance is directed toward the Division Commander, the employee may file directly with the Bureau Commander.

B. The Supervisor will respond to the grievance within seven (7) calendar days of receiving the grievance.

C. If the grievance is not resolved at the immediate supervisor level, the employee, within ten (10) calendar days of the supervisor's response, will attempt to resolve the grievance on an informal basis through discussion with his or her Division Commander. The Division Commander will respond to the grievance within seven (7) calendar days of receiving the employee grievance.

- D. Every effort shall be made to find an acceptable solution to the grievance through this informal process.
- E. If the grievance is not resolved at the informal level, the employee shall then set forth the grievance in writing, indicate the nature of the action desired, sign it, and submit it in duplicate to his or her Bureau Commander. 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 ten (10) calendar days after receiving the response from his or her Bureau Commander, the grievance shall be barred and waived.

18.3 Formal Process.

- A. If the grievance is not resolved through the informal process, and a written grievance is filed within the time limits set forth above, the grievant's immediate supervisor and Division Commander will add their comments and any justification they consider proper, sign it, and forward it to their Bureau Commander without undue delay, or in no case, more than seven (7) calendar days after receiving the formal grievance. A copy shall be provided to the employee.
- B. The Bureau Commander, after study of the case, shall attach his or her decision and reasons therefore, and return them to the employee within seven (7) calendar days after receipt of the written grievance.
- C. If no satisfactory settlement has been reached at the division level, the employee may, within seven (7) calendar days after receipt of the Bureau Commander's decision may, in writing, request a meeting with the Police Chief to pursue the employee's grievance. Failure of the grievant 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 Bureau Commander's response.
- D. If the grievant files a written grievance to the Police Chief in the matter and within the time limits specified in "C" above, then a conference shall be held at the request of the employee or the Police Chief.

- E. The Police Chief shall inform the employee of his action within fourteen (14) calendar days of the filing of the written grievance with the Police Chief or the date the conference is held between the employee and the Police Chief.
- F. If no satisfactory settlement has been reached at the departmental level, the employee may, within seven (7) calendar days after being informed by the Police Chief of his decision on the matter, and the reasons thereof, submit the grievance in writing to the City Manager, or his duly authorized representative, for determination. Failure of the grievant 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 Police Chief's response.

The City Manager, or his representative, after careful review, shall render a final decision on the merits of the grievance, in writing, and return it to the grievant within twenty-one (21) calendar days after receiving the grievance. A copy of the written grievance to the City Manager, and of the City Manager's decision, shall be filed in the Personnel Records of the department and the grievant's personnel jacket maintained in the Personnel Services Department.
- G. After the procedure set forth in this Article has been exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said grievance under the law.

ARTICLE XIX

19.0 DUES DEDUCTION AND INDEMNIFICATION

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

ARTICLE 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 non-existence 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 work force by which the City operations are to be conducted.
 - H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
 - I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
 - J. To relieve employees from duties for lack of work or similar non-disciplinary reason, subject to the provisions of the City Charter, Municipal Code,

federal and state law and this 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 and procedures 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 Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in the Agreement.

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

ARTICLE XXI

21.0 STRIKES AND WORK STOPPAGES

21.1 Prohibited Conduct.

- A. The Association, 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.
- B. Any employee who participates in any conduct prohibited in Subsection A above shall be subject to suspension, demotion or dismissal by the appointing authority.
- C. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 21.2, Association Responsibility, the City may suspend any and all rights and privileges, accorded to the Association in this Agreement, including but not limited to suspension of the Grievance Review Procedure and dues deduction.

21.2 Association Responsibility. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 21.1A of this Article, Prohibited Conduct, the Association 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 conduct prohibited in said Section 21.1A, and return to work.

ARTICLE XXII

22.0 LAYOFFS

- 22.1 A. All layoffs within the competitive service occasioned by abolishment of a position, the combination of duties of two (2) or more positions, or the reduction in numbers of employees in a given class, shall be governed by seniority in the class. Reemployment shall be in reverse order of layoff.
- B. Any promotional probationary employee laid off under these procedures, who held permanent status in a lower class shall retain seniority rights in the previously held classification provided that it is still listed in the City's current basic classification and compensation plan.
- C. Any permanent, full-time employee laid off under the above provisions may request a demotion to a position in a lower class provided he/she meets reasonably related qualifications required for placement in the class and the position is vacant.
- D. In lieu of layoff, an employee may elect to work in a lower level classification, in which he or she 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 or her 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.
- E. For positions that were advertised in the Police Department as "open and promotional" or "promotional only" which are open to Police Department employees only, there will be created a "job ladder" such that those employees in positions to be eliminated through layoff shall be entitled to return to the POA job classification in the Police Department from which they promoted, "bumping" any employee in that job class with less cumulative years of service in that job class than the bumping employee had in that job class prior to promotion.
- F. Notice of Service. On request, a laid off employee shall receive a statement certifying that his/her services have been satisfactory. Layoff

shall not be used in lieu of a disciplinary dismissal.

ARTICLE XXIII

23.0 SOLE AND ENTIRE AGREEMENT

- 23.1 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 and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Agreement is not intended to conflict with federal or state law or the City Charter.
- 23.2 The City will continue to administer its employee relations and its personnel policies and procedures in accordance with duly-adopted ordinances and resolutions, and the affected employees will continue to be governed thereby during the term of this Agreement.

ARTICLE XXIV

24.0 WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

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

ARTICLE XXV

25.0 SEPARABILITY PROVISION

- 25.1 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 XXVI

26.0 TERM OF AGREEMENT

26.1 The term of this Agreement shall be from July 1, 2004 through June 30, 2008.

ARTICLE XXVII

27.0 RATIFICATION AND EXECUTION

27.1 The City and the Association 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 Association acknowledge that this Agreement shall not be in full force and effect until ratified by the membership of the Association and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 4th day of October, 2004.

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

Dated: 7/29/05

By: Mariah Salido

MAYOR

Dated: July 29, 2005

By: David N. Rose

(M)
CITY MANAGER

Dated: July 7, 2005

By: Karen S. Doyle

EMPLOYEE RELATIONS MGR.
PERSONNEL SERVICES

ATTEST: Patricia Hef

CLERK OF THE COUNCIL

APPROVED AS TO FORM:

Joseph L. Stuka /for
CITY ATTORNEY

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

SANTA ANA POLICE
OFFICERS ASSOCIATION

Dated: 1/21/05

By:

Mark Michaels
PRESIDENT

Charles Goldwasser
CHARLES GOLDWASSER, ESQ.
Daniel Moreno
DANIEL MORENO

Joe Perez
JOE PEREZ

Fortino Gallo
FORTINO GALLO

Jeff Krutsinger
JEFF KRUTSINGER

Tony Ochoa
TONY OCHOA

David Lampman
DAVID LAMPMAN

Lisa Zanca
LISA ZANCA

Holly Swain
HOLLY SWAIN

EXHIBIT A

BASIC SALARY AND WAGE SCHEDULE

The City's basic salary and wage schedule provides for a number of ranges of pay rates (salary rate ranges) each comprised of five pay steps or rates. The salary rate ranges are identified by a three-digit number and the steps by the letters A to E inclusive. For non-management employees, the purpose of each step and the length of service required for advancement within the rate range are summarized as follows:

- A Step - Normal beginning pay rate.
- B Step - Automatic Increase - After 6 months service in next lower step. Also optional hiring rate.
- C Step - Automatic Increase - After 12 months service in next lower step. Also maximum hiring rate.
- D Step - Automatic Increase - After 12 months service in next lower step.
- E Step - Merit Rate - After 18 months service in next lower step.

In the following salary schedule matrix, each salary range is identified by a three-digit number. The first two digits are listed in the first vertical column on the left and the third digit is listed horizontally across the top and identifies the appropriate column. This three-digit range number locates "A" step of the range steps B, C, D and E are found in the column directly below "A" step. For example, "A" step of Range No. 501 is found to be \$2402 by moving down the left column (Range No.) to the number 40 (the first two digits of the Range No.), then horizontally to column 1 (the third digit of the Range No.). The "A" step of \$2402 has the remaining steps shown directly below, thus the full, five-step range is 2402-2523-2650-2782-2921. In the same manner, Range No. 555 is found to be 3129-3285-3449-3622-3803.

	SALARY SCHEDULE MATRIX									
	0	1	2	3	4	5	6	7	8	9
36	1209	1215	1221	1227	1233	1239	1245	1251	1258	1264
37	1269	1275	1281	1288	1294	1301	1307	1314	1320	1327
38	1332	1338	1345	1352	1358	1365	1372	1379	1386	1393
39	1399	1405	1413	1420	1427	1434	1441	1448	1455	1463
40	1469	1476	1483	1491	1498	1506	1513	1521	1528	1536
41	1542	1549	1557	1565	1573	1580	1588	1596	1604	1612
42	1619	1627	1635	1643	1651	1659	1668	1676	1684	1693
43	1700	1708	1717	1725	1734	1742	1751	1760	1769	1778
44	1785	1793	1802	1811	1820	1830	1839	1848	1857	1866
45	1874	1883	1892	1902	1911	1921	1930	1940	1950	1960
46	1968	1977	1987	1997	2007	2017	2027	2037	2048	2058
47	2066	2076	2086	2097	2107	2118	2128	2139	2150	2160
48	2169	2179	2190	2201	2212	2223	2234	2246	2257	2268
49	2277	2288	2299	2311	2322	2334	2346	2357	2369	2381
50	2391	2402	2414	2427	2439	2451	2463	2475	2488	2500
51	2511	2523	2536	2548	2561	2574	2587	2600	2613	2626
52	2637	2650	2663	2676	2690	2703	2717	2730	2744	2758
53	2769	2782	2796	2810	2824	2838	2853	2867	2881	2896
54	2907	2921	2936	2950	2965	2980	2995	3010	3025	3040
55	3052	3067	3082	3098	3113	3129	3144	3160	3176	3192
56	3205	3221	3237	3253	3269	3285	3302	3318	3335	3352
57	3365	3381	3398	3415	3432	3449	3467	3484	3501	3519
58	3533	3550	3568	3586	3604	3622	3640	3658	3676	3695
59	3710	3728	3747	3765	3784	3803	3822	3841	3861	3880
60	3896	3915	3935	3954	3974	3994	4014	4034	4054	4074
61	4091	4111	4132	4152	4173	4194	4215	4236	4257	4278
62	4296	4317	4339	4360	4382	4404	4426	4448	4470	4493
63	4511	4533	4556	4579	4601	4624	4648	4671	4694	4718
64	4741	4764	4787	4810	4834	4858	4882	4906	4930	4954
65	4978	5002	5026	5051	5076	5101	5126	5151	5176	5201
66	5226	5252	5278	5304	5330	5356	5382	5408	5434	5461

67	5488	5515	5542	5569	5596	5623	5650	5678	5706	5734
68	5762	5790	5818	5847	5876	5905	5934	5963	5992	6021
69	6050	6080	6110	6140	6170	6200	6230	6260	6291	6322
70	6353	6384	6415	6446	6478	6510	6542	6574	6606	6638
71	6670	6702	6735	6768	6801	6835	6869	6903	6937	6971
72	7005	7039	7073	7107	7141	7176	7211	7247	7283	7319
73	7355	7391	7427	7463	7499	7535	7571	7609	7647	7685
74	7723	7761	7799	7837	7875	7913	7951	7989	8029	8069
75	8109	8149	8189	8229	8269	8309	8349	8389	8431	8473
76	8515	8557	8599	8641	8683	8725	8767	8809	8853	8897
77	8941	8985	9029	9073	9117	9161	9205	9250	9296	9342
78	9388	9434	9482	9529	9577	9625	9673	9721	9770	9819
79	9857	9906	9955	10005	10055	10105	10156	10207	10258	10309
80	10350	10401	10453	10506	10558	10611	10664	10717	10771	10825
81	10868	10922	10976	11031	11086	11142	11198	11254	11310	11366
82	11411	11468	11525	11583	11640	11699	11757	11816	11875	11934
83	11982	12041	12102	12162	12223	12284	12345	12407	12469	12532
84	12581	12643	12707	12770	12834	12898	12963	13027	13093	13158

EXHIBIT B

ASSIGNMENT OF CLASSES REPRESENTED BY THE
SANTA ANA POLICE OFFICERS ASSOCIATION TO
SALARY RATE RANGES FOR
THE 48 MONTH PERIOD JULY 1, 2004 THROUGH JUNE 30, 2008

SALARY RATE RANGES EFFECTIVE:

7-1-04

<u>CLASS TITLE</u>	<u>NO. (MIN - MAX)</u>
--------------------	------------------------

CALPERS SAFETY MEMBER CLASSES

Police Officer	644 \$4834-5876
Police Sergeant	687 \$5963-7247

CALPERS MISCELLANEOUS MEMBER CLASSES

Animal Service Officer I	582 \$3568-4339
Animal Service Officer II	612 \$4132-5026
Background Investigator	597 \$3841-4671
Communications Services Ofcr	577 \$3484-4236
Crime Research Analyst	634 \$4601-5596
DARE Officer	577 \$3484-4236
Darkroom Technician	577 \$3484-4236
Detention Officer	597 \$3841-4671
Detention Supervisor	646 \$4882-5934
Firearms Examiner	653 \$5051-6140
Forensic Services Supervisor	653 \$5051-6140
Forensic Specialist I	597 \$3841-4671
Forensic Specialist II	616 \$4215-5126
Parking Control Officer	547 \$3010-3658
Police Communications Supv	642 \$4787-5818
Police Comm Services Spec	597 \$3841-4671
Police Evidence & Supply Spec	580 \$3533-4296
Police Evidence & Supply Supv	600 \$3896-4741
Police Investigative Spec	597 \$3841-4671
Police Property & Evidence Specialist	580 \$3533-4296
Police Property & Evidence Supervisor	600 \$3896-4741
Police Recruit	606 \$4014-4882
Police Service Assistant	561 \$3221-3915
Police Service Officer	577 \$3484-4236
Police Services Dispatcher	602 \$3935-4787
Rangemaster	577 \$3484-4236
Sr. Parking Control Officer	567 \$3318-4034
Traffic Services Specialist	597 \$3841-4671

Salary rate ranges for 2006-07 and 2007-08, respectively, will be established based upon an Orange County salary survey of the Police Officer rank, top step base salary, as defined in Article IV, (Salaries), Section 4.3.

**THREE YEAR CONTRACT EXTENSION TO
THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA ANA
AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION FOR FISCAL YEARS 2010-11
THROUGH 2012-2013**

The City of Santa Ana (City) and the Santa Ana Police Officers Association (SAPOA) have met and agreed to amend the previously amended 2004 - 2010 Memorandum of Understanding (MOU) between the CITY and SAPOA, by extending this amended MOU for three (3) additional years. The existing MOU provisions shall remain unchanged unless addressed by this amendment. The new expiration date of the MOU, as amended, shall be June 30, 2013, and the MOU shall be amended as follows:

AMENDED ARTICLE III (new language in bold; deleted provisions lined out)

3.0 ATTENDANCE, WORK PERIOD, WORK SCHEDULE & WORKDAY

3.5 DETECTIVE REDEPLOYMENT (New)

For the period July 1, 2010 through June 30 2012, all employees assigned as detectives (investigators) shall work one (1) day per month in the patrol function of the Field Operations Bureau pursuant to a schedule as determined by the Chief of Police or his designee.

AMENDED ARTICLE IV (new language in bold; deleted provisions lined out)

4.0 SALARIES

4.3 Salary Adjustments.

A. (new paragraphs 5-8)

Effective July 1, 2008, the base salary of employees covered by this Agreement shall be increased by eight (8) salary rate ranges (approximately 4%).

Effective January 1, 2009, the base salary of employees covered by this Agreement shall be increased by five (5) salary rate ranges (approximately 2.5%).

~~Effective July 1, 2009, the base salary of employees covered by this Agreement shall be increased by eight (8) salary rate ranges (approximately 4%).~~

~~Effective January 1, 2010, the base salary of employees covered by this Agreement shall be increased by five (5) salary rate ranges (approximately 2.5%).~~

~~Effective July 1, 2010, the base salary of employees covered by this Agreement shall be increased by eight (8) salary rate ranges (approximately 4%).~~

~~Effective January 1, 2011, the base salary of employees covered by this Agreement shall be increased by five (5) salary rate ranges (approximately 2.5%).~~

Effective July 1, 2010, the base salary of employees covered by this Agreement shall be increased by zero (0) salary rate ranges.

Effective January 1, 2011, the base salary of employees covered by this Agreement shall be increased by zero (0) salary rate ranges.

Effective July 1, 2011, the base salary of employees covered by this Agreement shall be increased by six (6) salary rate ranges (approximately 3%).

Effective July 1, 2012, the base salary of employees covered by this Agreement shall be increased by seven (7) salary rate ranges (approximately 3.5%).

AMENDED ARTICLE VIII (new language in bold; deleted provisions lined out)

8.0 OVERTIME

8.4 Compensation for Overtime

- A. The preferable method by which overtime shall be compensated is by monetary payment, at one and one-half (1 1/2) times the employee's regular rate of pay.
- B. Should the Police Chief determine that the best interests of the City will be served thereby, he or his designee may permit an employee to be compensated for overtime work by earning paid compensatory time off at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. The employee will be credited with time off at the rate of one and one-half (1 1/2) hours of time for each hour of overtime worked. This time, hereinafter identified as "comp time" will be accrued in a comp time bank for each employee. The hours in this bank shall reflect the converted time value of each hour worked.
 1. Effective January 1, 2005 2010, employees are limited to the accumulation of 120 160 hours of comp time. Effective July 1, 2010, employees are limited to the accumulation of 200 hours of comp time.

2. Beginning July 1, 2011, ~~Twice during each calendar year, beginning April 15 and ending April 30 and beginning November 15 and ending November 30~~, each affected employee who has accrued comp time credits, may elect to convert up to ~~forty~~ twenty (20) hours of such accrued time each calendar year quarter to the cash equivalent thereof, to a maximum of eighty (80) hours per calendar year.
3. For the period July 1, 2010 to June 30, 2011, employees paid out of the General Fund of the City agree that compensation to them for overtime earned by them shall be in the form of compensatory time off (comp time) unless and until they have accumulated a maximum of 200 hours of comp time. Any accumulation of compensatory time in excess of 200 hours shall be paid in cash.
4. For the period of July 1, 2010 to June 30, 2011, employees covered by this Agreement agree to defer the cash out of any comp time. The cash out option, as modified below, shall be reinstated effective July 1, 2011. *The designated periods for cash out shall be September 15 and ending September 30; December 15 and ending December 31; March 15 and ending March 31; and June 15 and ending June 30.*
5. The deferral of the cash out option shall not affect an employee's ability to be compensated for all accumulated comp time upon separation from employment with the City.

C. Use of Comp Time.

1. When an employee submits a request for time off using accrued compensatory time, and that employee has found a qualified replacement, the time off request will be granted. "Qualified" A qualified replacement means that the replacement officer or employee is able to fulfill the requirements of the position to which the requesting officer is assigned.
2. When an employee submits a request to take time off using accrued compensatory time and the officer deployment is above minimum staffing for that the requested day, then the request will be granted without further conditions. However, if the number of officers scheduled to work on the day(s) of the request is at or below minimum staffing as defined by the department, the compensatory time off request will be granted only if a qualified replacement has volunteered and committed to work the assignment left open by the request for time off. The volunteer may exchange days off with the requesting employee within the

14-day or 7-day work period, whichever applies, or may elect to receive overtime compensation.

- a. For the period July 1, 2010 through June 30, 2011, requests under this section will be granted only if the volunteer agrees to exchange days off within the 14 day or 7 day work period, and agrees that he or she will not be subject to payment for overtime as a result of the exchange.
3. Requests for use of compensatory time off during holidays as defined by the current MOU, must be submitted in time to be considered during the monthly scheduling meeting held by bureau and division commanders for the upcoming month. These requests will be considered by seniority and will be granted only if officer deployment is above minimum staffing.
4. Although it is always preferable for the officer to find a qualified replacement when requesting the use of compensatory time off, if provided sufficient notice of a request for time off, the department will work with employees to find a qualified replacement. Sufficient notice and reasonable period will be defined as follows:
 - a. Seventy-two (72) hours notice for one (1) day or less of time off requested.
 - b. Five (5) calendar days notice for more than one (1) workday up to one (1) workweek.
 - c. Fourteen (14) calendar days notice for more than one (1) week compensatory time off request.
5. If an employee has provided sufficient notice of a compensatory time off request, the department will work with the employee to find a qualified replacement in the following manner:
 - a. The watch commander will maintain a calendar of time off that has been requested in accordance with the guidelines listed above. Qualified employees will be allowed to volunteer to work these shifts. In the future, the department may develop, at its own discretion, an automated schedule that will contain this information.
 - b. If an employee volunteers and signs up to work for another employee who has requested compensatory time off, that volunteering employee will be held responsible for working that full shift without further reminder. Employees who do not show up to work, or retract their offer to replace another officer, may be subject to disciplinary action

and may not be permitted to volunteer to work in this manner in the future.

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

AMENDED ARTICLE X (new language in bold; deleted provisions lined out)

10.0 VACATION

10.3 Longevity Vacation

- E. Effective July 1, 2005, employees covered by this Agreement shall be given an option once per calendar year, to receive cash compensation computed on a straight time basis in lieu of up to a total of forty (40) hours of their longevity vacation leave benefits set forth in Subsection A above.
- F. Effective July 1, 2009, all employees covered by this Agreement shall defer for the duration of Fiscal Years 2009-10 and 2010-2011 an employee's ability to cash out longevity vacation time. The ability to cash out longevity vacation time shall be reinstated July 1, 2010 2011. Such deferral shall not affect an employee's ability to be compensated for all accumulated leave upon termination of employment with the City.
- G. For the period July 1, 2010 2011 through June 30, 2013 2014, employees covered by this Agreement shall be given an option once per fiscal year, to receive cash compensation computed on a straight time basis in lieu of up to a total of ~~fifty three (53)~~ sixty-seven (67) hours of their longevity vacation leave benefits set forth in subsection A above.
- H. Effective July 1, 2013 2014, the yearly longevity cash-out provisions shall revert back to that as set forth in section 10.3"E", above. Therefore, effective July 1, 2013 2014, employees covered by this Agreement shall be given an option once per fiscal year to receive cash compensation computed on a straight time basis in lieu of up to a total of forty (40) hours of their longevity vacation leave benefits set forth in subsection "A", above.

Such option may be eliminated or modified at the discretion of the Department to the extent it is construed as overtime under Department of Labor guidelines implementing provisions of the Fair Labor Standards Act (FLSA).

Amended ARTICLE XI (new language in bold; deleted provisions lined out)

11.0 OTHER LEAVES OF ABSENCE

11.3 Military Leave.

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

Amended ARTICLE XIII (new language in bold; deleted provisions lined out)

13.0 RETIREMENT

13.5 3% at 50 Service Retirement Benefit for Safety Members. The City agrees to amend its contract with CalPERS to provide Safety employees represented by this bargaining unit with the 3% at 50 Service Retirement benefit effective July 1, 2001.

Payment of 3% at 50 Service Retirement Benefit. The actual cost for the benefit shall be determined upon receipt of the annual actuarial valuation setting forth employer rates for the 2001-02 fiscal year and every subsequent year thereafter. In order to provide this benefit to its current safety members, the City and Association agree that eligible employees will pay 50% of the total additional normal cost to provide this benefit, not to exceed 1.42% of safety payroll, at such time as the City of Santa Ana incurs such cost.

Commencing July 1, 2011, all safety members in the Association shall contribute an additional one percent (1%) of payroll to CalPERS for the cost of the service retirement benefit, for a total contribution of 2.42%.

For the period July 1, 2012 to June 30, 2013 all safety members in the Association shall contribute an additional one percent (1%) of payroll to CalPERS for the cost of the service retirement benefit, for a total contribution of 3.42%. Effective July

1, 2013 this additional 1% contribution shall sunset and the ongoing member contribution shall be 2.42%.

Yearly Actuarial Valuation Fluctuations. CalPERS provides the City with a yearly actuarial valuation informing it of its new employer contribution rate to be in effect July 1st of each year. The City and Association agree that the City=s employer contribution rate will fluctuate from year to year based on the investment returns earned by the retirement system. The City agrees that current eligible safety employees paying to receive this benefit should also benefit from this yearly fluctuation in the City=s annual actuarial valuation. As such, current eligible Safety employees will contribute 50% of any yearly City employer contribution rate to a maximum of 1.42%. Due to excessive employer contribution rates, effective July 1, 2004 and during the term of this Agreement, the agreed upon employer contribution rate shall be 1.42%.

13.6 Military Service Credit as Public Service. Effective January 2, 2001, Safety employees, and April 5, 2002, Miscellaneous employees, respectively, may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service. The City agrees that, as soon as practicable following Council approval of this Agreement, and amendment to the CalPERS contract, employees who elect to purchase service credit may do so on a pre-tax basis.

13.9 Reopener re Employer CalPERS Contribution (New)
If at any time during the term of this Agreement the City receives notification from CalPERS that the employer contribution rate for a fiscal year for the cost of providing the 3% at 50 service retirement benefit to members of the Association meets or exceeds 25%, then the provisions of section 13.5 "Payment of 3% at 50 Service Retirement Benefit" shall be subject to being immediately reopened for negotiation at the request of the City.

Amended ARTICLE XXII (new language in bold; deleted provisions lined out)

22.0 LAYOFFS

G. The City agrees that there shall be no layoffs of members of this bargaining unit during the fiscal years 2009-2010 and 2010-2011.

H. The City agrees that there will be no layoffs of members of this bargaining unit during fiscal year 2011-2012 except upon the occurrence of a five percent (5%) or greater decline in the 2010-2011 general fund revenues of the City. For purposes of this provision, general fund revenues of the City will not include one-time revenues to the City or transfers between other existing City funds and the general fund.

ARTICLE XXVI

26.0 TERM OF AGREEMENT

26.1 The term of this Agreement shall be from July 1, 2004 through June 30, 2008 ~~2011~~
2013.

ARTICLE XXVII

27.0 RATIFICATION AND EXECUTION

27.1 The City and the Association 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 Association acknowledge that this Agreement shall not be in full force and effect until ratified by the membership of the Association and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 22nd day of February 2011.

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

Dated: APR 06 2011

By: Jeanell Rubido
MAYOR

Dated: APR 06 2011

By: David M. Roman
CITY MANAGER

Dated: 3/26/11

By: Lorraine Brown
EXECUTIVE DIRECTOR,
PERSONNEL SERVICES

ATTEST:

Maria D. Higar
CLERK OF THE COUNCIL

APPROVED AS TO FORM:

Joseph Stinca
CITY ATTORNEY

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

Dated: 2-22-11

SANTA ANA POLICE OFFICERS ASSOCIATION

By:

Jayrol Davis
PRESIDENT

Charles Goldwasser
CHARLES GOLDWASSER, ESQ.