

2004 - 2008

MEMORANDUM

OF

UNDERSTANDING

CITY OF SANTA ANA

AND

SANTA ANA POLICE MANAGEMENT ASSOCIATION

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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 Management Association (hereinafter called the "Association") as the recognized representative of the bargaining unit which includes Police Department employees in the classifications of Police Records Manager, Policy Property & Facilities Manager, Police Communications Manager, Police Lieutenant and Police Captain.

Effective February 7, 2005, employees permanently assigned to the position of Police Lieutenant have the "working" title of "Commander" and employees permanently assigned to the position of Police Captain have the Aworking@ title of "Deputy Chief of Police".

ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and the 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 provision or 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, WORKDAY, WORKWEEK & WORK SCHEDULE

3.1 Attendance. Employees covered by this Agreement shall be in attendance at their work during hours prescribed by the Police Chief or his designee(s) and shall not absent themselves during prescribed hours without authorization. Employees shall not be required to submit a Leave of Absence Report for absences of two (2) hours or less.

3.2 Alternative Work Schedules.

A. All represented employees, except Lieutenants assigned as Watch Commanders, shall work a 9/80 work schedule. Employees assigned to the 207(k) 9/80 work schedule shall work either five (5) nine-hour workdays in the first seven (7) day span and three (3) nine-hour and one (1) eight-hour workdays 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 seven (7) day span. Each nine (9) hour workday shall consist of nine (9) hours of work and thirty (30) minutes unpaid mealtime. The eight (8) hour workday shall consist of eight (8) hours of work and thirty (30) minutes of unpaid mealtime.

B. Police Lieutenants assigned to the Field Operations Division as Watch Commanders will continue to be assigned to a 3/12 - 4/12 work schedule. The minimum work day for these employees will consist of 11 hours and 30 minutes of work, with 30 additional minutes for meals. A minimum work period shall consist of two (2) consecutive weeks, with three (3) shifts of 11 hours and 30 minutes in one (1) week and four (4) shifts of 11 hours and 30 minutes in the second week.

C. Reopener - 4/10 Work Schedule.
Effective July 1, 2006, the City and Association agree to reopen this Article for the purpose of discussing the feasibility of implementing a 4/10 Work Schedule for those employees currently assigned to the 9/80 Work Schedule.

For purposes of computing holiday, vacation, and sick leave accruals, an eight (8) hour day shall be the basis for computation.

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 Management 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 form as Exhibit A, is comprised of four (4) steps or rate ranges of pay for sworn (CalPERS ASafety@) employees and five (5) steps or rate ranges of pay for non-sworn (CalPERS AMiscellaneous@) employees.

The steps within each range are identified by the letters AA@ through AD@ inclusive for sworn (CalPERS ASafety@) classifications and AAA@ through AD@ inclusive for non-sworn (CalPERS AMiscellaneous@) classifications, with Step AA@ being the lowest step for sworn (CalPERS ASafety@) and Step AAA@ being the lowest step for non-sworn (CalPERS AMiscellaneous@) classifications.

The assignment of classes to salary rate ranges during the term of this Agreement is listed in Exhibit AB@, which is attached and made a part hereof as though set forth herein.

4.3 Salaries.

- 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%), consistent with the amount received by members of the Santa Ana Police Officers Association; 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%), consistent with that amount received by members of the Santa Ana Police Officers Association; or 2) that percentage increase in an across-the-board salary adjustment provided to any other City bargaining unit during fiscal year 2007-08.

- B. The parties agree that the City may, at its sole discretion, alter its payroll practices to eliminate the salary and wage step increases system as set forth in its current payroll matrix, Exhibit AA@ to this Agreement, and replace them with an equivalent percentage system. For example, a five (5) salary rate range increase would not be computed as set forth on the current matrix, but would instead be exactly 2.5%, rounded up to or down to the nearest penny. This system would apply to all salary increases as set forth in this Agreement, including Article IV ("Salaries"), Article V ("Assignment and Other Special Pay Additives") and Exhibit A. There shall be no negative consequences to any represented employee by such conversion.
- C. The City agrees, during the term of this Agreement, to the following:
 - 1. To maintain thirty-four (34) salary rate ranges (17%) between the classes of Police Captain and Police Lieutenant; and
 - 2. Effective July 1, 2002, employees will contribute one-half percent (.5%) of their base salary plus pay additives through payroll deduction to a fund maintained by the City of Santa Ana 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. All employees working in classifications of employment covered by this Agreement shall be compensated at a monthly rate, as set forth in Exhibit B.
- 4.5 Beginning Rates. An employee appointed to one of the designated sworn (CalPERS "Safety") classifications of employment listed in this Agreement may be placed by the appointing authority at Step AA,@ Step AB,@ or Step AC@ within the applicable rate range in the schedule to which the class has been allocated by Resolution of the City, provided that

such employee shall be assigned such salary step upon the commencement of his or her service in said classification and such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of the Article.

An employee appointed to one of the designated non-sworn (CalPERS "Miscellaneous") classifications of employment listed in this Agreement may be placed by the appointing authority at Step AAA, @ Step AA, @ Step AB, @ or Step AC, @ within the applicable salary rate range as provided above.

- 4.6 Service. The word Aservice@ as used in this Agreement shall be deemed to mean continuous, full-time service in the classification in which the employee is being considered for salary advancement, service in a higher classification or service in a classification allocated to the same salary rate range and having generally similar duties and requirements. Employees hired after the first (1st) working day of the month shall not be credited with Atime in service@ for that month when determining the length of service required for salary step advancement. A lapse of service by an employee for a period of time longer than ten (10) calendar days by reason of resignation, quit, or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purpose of this Agreement and any such employee reentering the service of the City shall be considered as a new employee, except that he or she may be reemployed within two (2) years and placed in the same salary step in the appropriate salary rate as he or she was at the time of termination of employment. AResignation, quit, or discharge@ for purposes of this section shall mean leaving City service altogether and not movement within City employment by way of transfer, promotion, or demotion between and among any City departments.

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

- A. For any employee covered by this Agreement who has been initially appointed to a step lower than Step AD, @ advancement to the next higher step (Step AA@ from Step AAA, @ Step AB@ from Step AA, @ or Step AC@ from Step AB, @ or Step AD@ from Step AC, @ respectively) shall be granted for continued satisfactory and efficient service by said employee in the effective performance of the duties of his or her position. The effective date of an increase from Step AAA@ to Step AA, @ if granted, shall be the first (1st) day of the month following the completion of six (6) months of service at Step AAA. @ The effective date of such step increase from Step AA, @ Step B, @ and Step AC, @ if granted, shall be the first (1st) day of the month following the completion of one (1) year of service at the step which said employee is being advanced.

Such merit advancement shall require the following:

1. There shall be on file in the Office of the Executive Director of Personnel Services a copy of each periodic efficiency or performance report required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to his or her last salary advancement.
 2. The Police Chief, at least twenty (20) calendar days prior to the anticipated completion of such employee=s required length of service, shall file with the City Manager a statement recommending the granting or denial of the step increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified of the reasons therefore.
 3. No advancement in salary above the lowest step in the salary rate range of the designated classification shall become effective until approved by the City Manager, except when placement on a salary step above the lowest step in the applicable salary rate range results from promotion under the provisions of Section 4.8 of this Article.
- B. When any such employee has not been approved for advancement to the next higher salary step, he or she may be reconsidered for advancement to the next higher step above his or her then current step 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.
- 4.8 Promotional Salary Advancement. When an employee is promoted to a position in a higher classification from a position in a lower classification, he or she shall be reassigned to the lowest step in the appropriate salary rate range for the higher classification that gives the employee a minimum increase of one (1) salary step (approximately 5%) over his or her current base salary step exclusive of any pay additive or additives such as shift differential, assignment pay, special skill pay or the like.
- 4.9 Demotion. When an employee is demoted to a position in a lower classification, his or her salary rate shall be fixed in the appropriate salary rate range for the lower classification in accordance with the following provisions:
- A. The salary rate shall be reduced by at least one (1) step.
 - B. The new salary rate must be within the appropriate salary rate range.
 - C. The new salary rate shall not be higher than the salary step to which the employee would have been entitled had his or her service time in the higher classification been spent in the lower classification.

- 4.10 Reallocation of Salary Rate Ranges. Any employee who is employed in a classification which is reallocated to a different salary rate range from that previously assigned shall be retained in the same salary step in the new salary rate range as he or she had previously held in the prior rate range and shall retain credit for length of service in such step towards advancement to the next higher step.
- 4.11 Non-Sworn Classification and Compensation Study. Effective as soon as practicable following Council approval of this Agreement, the City shall complete an internal classification and compensation study of the Police Communications Manager, Police Records Manager, and Police Property and Facilities Manager positions, respectively.

ARTICLE V

5.0 ASSIGNMENT & OTHER SPECIAL PAY ADDITIVES

- 5.1 Bilingual Assignment Pay. An employee who speaks both English and either Spanish, Samoan, Vietnamese or other languages designated by the Police Chief, will be paid a monthly assignment pay differential in accordance with the criteria and amounts set forth below:
- A. Any Police Captain or Police Lieutenant who has been certified by the Executive Director of Personnel Services as having satisfactorily demonstrated conversational fluency in both languages shall be paid a monthly differential of one hundred fifty dollars (\$150) above his or her then current base monthly salary step.
 - B. Any other member of this bargaining unit who works in a position where it has been determined by the Police Chief that bilingual proficiency is essential to carry out duties and responsibilities of a critical and/or emergency nature without ready access to backup assistance, or positions where bilingual public contact is a major and essential element of the work being performed shall be paid a monthly differential of one hundred fifty dollars (\$150) above his or her then current base monthly salary step, upon certification by the Executive Director of Personnel Services that this person has satisfactorily demonstrated conversational fluency in both languages.

ARTICLE VI

6.0 EDUCATIONAL INCENTIVE PROGRAM

- 6.1 Effective July 1, 2005, members of the Association will be paid an Educational Incentive allowance in the amounts and in accordance with the criteria set forth below. Employees wishing to participate in any of the programs designated herein shall submit a request to his or her bureau commander, who will then make a recommendation to the Police Chief. Final approval will be at the discretion of the Police Chief, based on the needs of the Department and program benefits. In no event shall the application of this Educational Incentive program result in an employee being eligible to earn more than fifteen (15) salary rate ranges (approximately 7.5%) above his or her then current base monthly salary step.
- A. FBI National Academy. Any employee covered by this Agreement who successfully completes the FBI National Academy shall be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step.
 - B. California Command College. Any employee covered by this Agreement who successfully completes the California Command College shall be paid at a rate set ten (10) salary rate ranges (approximately 5%) above his or her then current base monthly salary step.
 - C. West Point Leadership Program. Any member covered by this Agreement who successfully completes the West Point Leadership Program shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.
 - D. Police Executive Research Forum (PERF) Senior Management Institute for Police. Any member covered by this Agreement who successfully completes the Senior Management Institute for Police shall be paid at a rate set five (5) salary rate ranges (approximately 2.5%) above his or her then current base monthly salary step.

ARTICLE VII

7.0 TRAINING & 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. Application for tuition reimbursement will be considered only from full-time, regular 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 the 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 job, may be reimbursable only after all required, occupationally-related courses have been completed. (For example, a Fire Engineer is a candidate for an A.A. Degree in Fire Science and has completed all coursework directly related to his fire suppression duties. A course in American History is required for the degree. The history course may qualify for tuition reimbursement because the degree can be related to the employee=s job).
- E. Prior to receiving tuition reimbursement, employees must submit documentary proof of having received a grade of not less than AC@ 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 a Board of Education and certain non-collegiate training seminars approved by the Police Chief. Other 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 Police Department with prior approval of the Police Chief.

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. If, however, an employee is required by the Police Chief to attend a particular course or seminar, the expense shall be borne entirely by the Department.
- 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 Department library prior to the commencement of coursework; and
 - 2. That any textbook(s) purchased by the City shall be submitted to the employee=s Departmental library in order that such text(s) may be made available to all employees.
- C. Tuition and registration costs are eligible for one hundred percent (100%) reimbursement up to a maximum of two thousand dollars (\$2,000) per year-(including non-P.O.S.T. reimbursable courses and approved non-collegiate seminar training courses).

Reimbursement for non-collegiate seminar training courses require the prior approval of the Police Chief and shall be limited to two (2) such courses per year and a maximum of \$500 per course.
- 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) Asemester@ units per semester. One (1) Aquarter@ unit shall equal two-thirds (2/3) of one (1) Asemester@ unit.

7.4 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete, in duplicate, an Application for Training and Educational Assistance form 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.

- C. The Executive Director of Personnel Services will approve or disapprove the application for the City. One (1) copy will be returned to the employee and the duplicate will be retained by the Personnel Services Department. It is advisable that the applicant accomplish the procedure 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.
- D. The employee will submit his or her copy of the approved application to the Personnel Services Department within three (3) months after he or she has completed the course and received his or her final grade with appropriate receipts for tuition and textbook costs. These will be returned to the employee upon request. Applications not submitted to the Personnel Services Department within three (3) months following completion of the course become void.
- E. Upon receipt of the application and required documentation, the Executive Director of Personnel Services will compute the amount of reimbursement, authenticate the application and forward it to the Police Chief.
- F. The Police Chief will then authorize the Finance and Management Services Department to reimburse the employee the approved amount of the budget of the Police Department.

ARTICLE VIII

8.0 OVERTIME

- 8.1 Compensation for Overtime. Employees in any of the designated classes of employment listed in this Agreement are not eligible for monetary compensation for overtime work or for compensatory time off with pay for overtime work, unless so required by the Fair Labor Standards Act, or any other State or Federal laws.

ARTICLE IX

9.0 HOLIDAYS

- 9.1 Legal Holidays observed by full-time permanent and probationary employees of the City of Santa Ana are as follows:
- A. January 1st - New Year=s Day
 - B. Third (3rd) Monday in January - In observance of Martin Luther King, Jr.=s Birthday
 - C. Third (3rd) Monday in February - In observance of Presidents' Day
 - D. Last Monday in May - In commemoration of Memorial Day
 - E. July 4th - In observance of Independence Day
 - F. First (1st) Monday of September - In observance of Labor Day
 - G. November 11th - In observance of Veteran=s Day
 - H. Fourth (4th) Thursday in November - In observance of Thanksgiving Day
 - I. The Friday immediately following Thanksgiving Day
 - J. Last working day before Christmas Day, unless Christmas Day falls on Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof.
 - K. December 25th - In observance of Christmas Day
 - L. One (1) Floating Holiday - Any workday selected by the employee with prior permission of the employee=s supervisor.
 - M. 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 twelve (12) working days off during the calendar year in lieu of the holiday benefits specified in Section 9.1, supra. Therefore, employees with alternative work schedules shall be credited with 96 hours of Holiday Time at the beginning of every calendar year in lieu of twelve (12) holidays in the year.

Said substitute holidays may be taken at any time during the calendar year with prior permission of the employee's supervisor and subject to the operational needs of the Department. However, if an employee who separates from the service of the City has taken time off for holidays in advance of the date or day the holidays actually occur, 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 A newly appointed employee must actually work at least one (1) day preceding the day a holiday listed in Section 9.1, supra, actually occurs in order to receive credit for such holiday during the month in which it occurs.

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

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

- 9.4 Holiday time off may be only taken in increments equal to that individual employee's work day.

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

- 9.6 Leave Cash Option. Employees covered by this Agreement may cash out a combination of the following leaves, up to a maximum of 120 hours in a calendar year, as follows:

A. Receive cash compensation, computed on a straight time basis, up to a maximum of eighty (80) hours of their holiday leave benefits, including the floating holiday, set forth in Section 9.2 above.

B. Receive cash compensation, computed on a straight time basis, up to a maximum of eighty (80) hours of earned, unused regular vacation leave (which includes longevity vacation) benefits, set forth in Sections 10.2 and 10.3, respectively, herein.

C. Receive cash compensation, computed on a straight time basis, up to a maximum of forty (40) hours of earned, unused management vacation leave benefits, set forth in Section 10.7 herein.

Such cash 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.

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. Regular vacation with pay is granted to each full-time permanent or probationary employee, at the rate of 120 hours for each completed year of service, accrued at the rate of ten (10) working hours for each completed month of service.

B. Vacation time off may be taken in increments as small as one (1) hour, with fractional usage rounded upward to the next higher multiple of one (1).

C. Computing 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 one (1) additional day of regular vacation shall be allowed to the employee. 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 (1) calendar year to the next, more than the equivalent of 240 hours of regular vacation 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 above.

3. Employees may or may not be allowed or required to accumulate or split vacations. The time at which an employee shall take his or her vacation shall be determined by seniority within rank, with due regard for the needs of the service.

10.3 Longevity Vacation.

A. In addition to regular vacation, each employee is granted longevity vacation with pay

for each completed year of full-time, continuous City service as set forth in the following table.

<u>Completed Years</u>	<u>Additional Days</u>	<u>Hourly Equivalent of Additional Days</u>
6	2	4
7	1	8
8	1 2	12
9	2	16
10	2 2	20
11	3	24
12	3 2	28
13	4	32
14	4 2	36
15	5	40
16	6	48
17	7	56
18	8	64
19	9	72
20	10	80

- B. No employee becomes eligible for longevity vacation until completion of the sixth (6th) year of continuous service, and each employee continues to earn the maximum of ten (10) working days (80 hours) of longevity vacation for each completed year of service in excess of twenty (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 Civil Service Rules and Regulations, or by reemployment from layoff within two (2) years.
- D. Leave of absence without pay, as provided in Article XI, Section 11.1E (Sick Leave - Extended) and Section 11.8 (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 Civil Service Rules and Regulations, does not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of longevity vacation.

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 fifty (50)

working days (400) hours in any one year by any combination of the vacations granted in these rules and regulations. Further, no employee may carry over from one (1) calendar year to the next more than the equivalent of 120 hours of longevity vacation plus the combined equivalent of 120 hours from the previous two (2) years. Any 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 thirty (30) working days (240 hours) and only an employee with more than twenty (20) years= service could carry over and take the authorized maximum of fifty (50) working days (400) hours in any one year. Under extenuating circumstances, the Chief, may at his/her discretion, grant an employee a thirty (30) day extension during which to take this vacation. This extension provision will be limited to two (2) consecutive years.

- 10.5 Excess Usage. If vacation time off is used in excess of that available, such excess vacation time off will be deducted from the next scheduled salary payment.
- 10.6 Leave Cash Options. Please refer to Article 9.6 for details.
- 10.7 Management Vacation Benefit. All employees covered by this Agreement will be granted an additional forty (40) hours of vacation per calendar year over the regular and longevity vacation schedules. Employees may accrue a maximum of 200 hours of such additional vacation.
- 10.8 Effect of Extended Sick Leave on Vacation Accrual. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service for vacation accrual purposes.

ARTICLE XI

11.0 OTHER LEAVES OF ABSENCE

11.1 Sick Leave.

- A. Definition. Except as otherwise provided below, sick leave shall be deemed to mean absence from duty of an employee because of illness 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 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 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, an employee on leave of absence for service-connected illness or injury who is 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. 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.

When an accepted industrial illness or injury has caused a non-sworn employee=s absence, for which benefits are required under the State Workers= Compensation Insurance and Safety Act, paid sick leave will be allowed such employee during the first three (3) days of the statutory waiting period. If the workers= compensation related illness or injury continues past the initial three (3) consecutive days, the employee will have the three (3) used sick days recredited to his or her account. Paid sick leave will continue until the fourth (4th) day when the City pays the employee workers= compensation benefits for such illness or injury. If the employee does not have sufficient accumulated sick leave at the commencement of such industrial illness or injury, they will be advanced sick leave for this purpose. Subsequently, the City will deduct an equal amount previously advanced from any sick leave accrued by the employee until the total amount is recovered. If the employee terminates before recovery of all advanced sick leave, the City will deduct the unrecovered cost of sick leave from such terminated employee=s final paycheck, to the extent possible. Commencing with Council approval of this Agreement, the City may authorize

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

- D. Limit. Effective January 1, 2005, the maximum total accumulation of sick leave with pay shall be 2,000 hours. Sick leave usage of less than a full day shall be charged in minimum increments of one (1) hour, with fractional usage rounded upward to the next higher multiple of one (1).
- E. Extended. The City Manager may grant leave up to six (6) months without pay to an employee who has exhausted all of his 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 employment within a six (6) month period. Prior to the expiration of the additional time, the employee may return to his position provided that the employee has a certificate from a licensed physician stating that the employee is able to perform all the duties of his 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 as established by the Police Department regulations. 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 such illness or injury and that the employee is sufficiently recovered to safely return to work. Such certificate shall be transmitted to the Personnel Services Department with the report of the employee=s return to work.

A physician=s certificate or other satisfactory written evidence of actual illness or injury may be required after an absence of any duration less than three (3) days.
- H. Denial. No employee shall be entitled to sick leave with pay while absent from duty because of sickness or injury purposely self-inflicted or caused by willful misconduct; or, sickness or disability sustained while engaged in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.

- I. Excess Usage. If sick leave is used in excess of that due and available to an employee, such excess sick leave will, first, be deducted from any available vacation leave benefit; finally, deducted from the next scheduled 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, Achild@ means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and Aparent@ 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 Aday@ 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.

1. Payment criteria and limitations.

- a. Upon nondisciplinary termination of employment after ten (10) years of cumulative full-time service with the City, each qualified employee with less than twenty-five (25) years of cumulative full-time service with the City 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 effective on the date of such termination.
- b. Affected qualified employees who have completed twenty-five (25) years or more of cumulative full-time service with the City shall be entitled to payment 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 1,067 hours at the rate of pay effective on the date of such termination.
- c. At the employee's election, payment of unused sick leave may be received in either a lump sum of money or in equal monthly payments for a period of up to five (5) years.
- d. 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 two-thirds (2/3) 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 the death.

2. Conversion to Health Insurance Premium Payments.

At his or her option, an employee may convert any lump sum payment provided herein into health 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 City.

i. The City's obligation to pay such premiums shall terminate when the sum of premiums paid equals the amounts as follows:

- After ten (10) years, but less than 15 years of service, the employee shall be entitled to 50% of the amount of unused sick leave benefits credited to his or her account upon the effective date of termination, not to exceed a maximum limit of 640 hours. This amount represents 150% of the amount the employee would have been entitled to had they elected to cash out their sick leave hours.
- After fifteen (15) years, but less than 25 years of service, the employee shall be entitled to 66.66% of unused sick leave benefits credited to his or her account upon the effective date of termination, not to exceed a maximum limit of 1,067 hours.
- After twenty-five (25) years of service, the employee shall be entitled to 100% of the amount of unused sick leave benefits credited to his or her account upon the effective date of termination, not to exceed a maximum limit of 1,600 hours. This amount represents 150% of the amount the employee would have been entitled to had they elected to cash out their sick leave hours.

ii. Premiums will first be paid out of the lump sum amount contributed by the employee and then out of the amount contributed by the City. If the retired former employee dies before exhausting the full amount of his or her lump sum contribution, the unused portion of such contribution shall be converted to cash as defined in Section 11.1K1 above and distributed to the retiree's designated 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 Executive Director of Personnel Services satisfactory proof of his or her order to report for duty. Upon return and upon showing of proof of actual service pursuant to such orders, he or she will be reinstated as provided in Section 9-143 of the Civil Service Rules and Regulations of the City of Santa Ana.
- B. Temporary. Members of the reserve forces of the United States or the National Guard, granted temporary leave when ordered to duty, in accordance with the Military and Veterans Code, will be granted leave with pay not to exceed thirty (30) calendar days in each calendar year after one (1) year'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 witness in any court action, he or she shall be allowed to leave for the time actually required for such service without loss of pay. Each on-duty employee called for such service shall present to 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.

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 time off benefits.

11.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal.

11.7 Authorized Absence Without Pay - Short Term. 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 an absence may be authorized only if in the judgment of the Police Chief it serves the best interest of the City.

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

An employee returning to duty with the City shall inform the Police Chief and the Executive Director of Personnel Services of his or her intention at least thirty (30) calendar days prior to the expiration of the six (6) months= period or a shorter period of the full six (6) months if 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 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 adjustments or to the accrual of vacation, seniority and any other benefits.

- 11.10 Administrative Leave Policy. The City Manager is authorized to grant, at his discretion, paid or unpaid administrative leave for employees covered by this Agreement.

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

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

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

L.T.D. benefits.

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

1. Employees may donate vacation or compensatory time or one 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 (2) 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.

B. Eligibility. Regular, full-time employees shall be eligible for Catastrophic Leave donations if the following criteria are met:

1. When it is reasonably foreseeable that all accrued time on the books, such as sick leave, compensatory time, 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/her designee has approved a written request for donations accompanied by a medical statement from the employee=s attending physician. The attending physician=s statement must verify the employee=s need for an extended medical leave and an estimate of the time the employee will be unable to work.

C. Procedure.

1. Upon receipt of a valid request for donations from an eligible employee, the

Police Chief or his or her 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/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.

ARTICLE XII

12.0 EMPLOYEE INSURANCE

12.1 Health Insurance. The City shall contribute the following amounts toward the payment of premiums for affected employees and their dependents under the California Public Employees= Retirement System (CalPERS) health insurance programs.

- A. Effective March 1, 2005, the City shall contribute toward medical premiums an amount consistent with the rates then in effect for the "employee-only" and "family" tiers, respectively, of the Kaiser "Other Southern California" CalPERS HMO plan. The "employee-only" tier applies to employees who have no dependents. The "family" tier applies to employees who do have dependents. Effective January 1, 2006, the City shall establish a Cafeteria Benefit Plan for employees covered by this Agreement.
- B. Any contribution necessary to maintain benefits under any health insurance program provided by the City for its employees and their eligible dependents in excess of the amounts of the City contribution specified above shall be borne entirely by the employee.
- C. For each such employee who is covered under a spouse=s non-City sponsored health plan, the City will pay the employee a cash payment each month in an amount equal to one hundred percent (100%) of the monthly premium amount for the City=s lowest "employee-only" coverage, if said employee waives, in writing, City-paid coverage. If an employee waives City provided coverage, said employee shall provide proof of medical insurance coverage in a non City-sponsored health plan. Said waiver shall include a provision warning such employee that reentry into any of City-sponsored plans is allowed only at open enrollment, unless there is a qualifying event, and may require proof of insurability for such employee and/or family.

12.2 Dental Insurance. The City agrees to contribute toward the payment of premiums for dental insurance plans provided by the City for employees covered by this Agreement and their eligible dependents on the following basis:

Effective March 1, 2005:

- A. One hundred percent (100%) of the premium cost for "employee-only" coverage.
- B. Up to eighty dollars (\$80) per month per employee for "family" coverage.

Effective January 1, 2006:

- A. One hundred percent (100%) of the premium cost for "employee-only" coverage.
- B. Up to ninety dollars (\$90) per month per employee for "family" coverage.

Effective January 1, 2007:

- A. One hundred percent (100%) of the premium cost for "employee-only" coverage.
- B. Up to one hundred (\$100) per month per employee for "family" coverage.

Effective January 1, 2008:

- A. One hundred percent (100%) of the premium cost for "employee-only" coverage.
- B. Up to one hundred ten dollars (\$110) per month per employee for "family" coverage.

Any contribution necessary to maintain benefits under said dental plans in excess of the amount set forth above shall be borne entirely by the employee.

For each such employee who is covered under a spouse's non-City sponsored dental plan, the City will pay the employee a cash payment each month in an amount equal to one-hundred percent (100%) of the City's contribution, if the employee waives, in writing, City-paid coverage. Such waiver shall include a provision warning such employee that reentry into any City-sponsored plan is allowed only at open enrollment, unless there is a qualifying event, and may require proof of insurability for such employee and/or family.

- 12.3 Disability Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for a long term disability insurance plan for employees covered by this Agreement as said plan was amended effective November 1, 1985, to provide Unrepresented Management personnel a monthly benefit of sixty-six and two-thirds percent (66 2/3%) of base monthly salary (insured payroll), less offsets contained in the existing plan, to a maximum monthly benefit of \$5,000.
- 12.4 Life Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for term life insurance coverage under the policy it maintains on behalf of its officers and employees in order to provide employees covered by this Agreement with life insurance coverage in an amount equal to twice such employee's annual rate of salary to a maximum of three hundred dollars (\$300,000), provided said affected employees can provide evidence of insurability of coverage above one hundred fifty thousand dollars (\$150,000) if so required by the terms and conditions of said term life insurance policy.

In the event any such employee is determined to be ineligible for said insurance coverage, the City will attempt to provide as much coverage as may be obtained at reasonable cost without having to provide evidence of insurability.

- 12.5 The City shall retain the right to change health, dental and life insurance carriers, administer the insurance benefits provided thereunder, and select and/or change any excess or supplemental insurance carriers as a part of any self-insurance plan during the term of this Agreement, provided that employees covered by this Agreement continue to receive equivalent benefits and provided that the parties have met and conferred before the changes have been made.
- 12.6 Option to Redesignate Certain Contributions. Affected employees shall have the option of redesignating coverage under any City-sponsored group, medical, dental, long-term disability, or life insurance plan. Effective January 1, 2006, the amount allowed for redesignation of dental coverage is equal to the amount of City contribution (i.e. \$90/month in 2006, \$100/month in 2007, and \$110/month in 2008). The amount allowed for redesignation of medical coverage is equal to the amount of City contribution toward medical premiums for either the “employee-only” or “family” tier, respectively, during the term of the Agreement. The amount allowed for redesignation of long-term disability or life coverage, respectively, is equal to the amount actually paid by the City on behalf of the employee. The amounts referenced above may be applied to the options within the cafeteria plan.

If two City employees are married, at least one of the two employees must maintain insurance coverage. The amount of money that can be redesignated by the employee waiving coverage is limited to the value of the “employee-only” level within each type of insurance.

In the event the City experiences an adverse impact in rates due to utilization of the redesignation option, the City and PMA agree to meet and confer over the impact.

- 12.7 Medical Retirement Subsidy Plan. Effective July 1, 1998, July 1, 1999, July 1, 2000, and July 1, 2001, respectively, the City contributed an amount equal to one-half of one percent (.5%) of the bargaining unit=s salary base for the purpose of providing a retiree health insurance subsidy plan. The specific payments made to members of the Association pursuant to this plan shall be designated at the sole discretion of the Association. The plan shall be administered by the City, at no cost to the Association or its members, in such a manner as to insure that the funds are invested in a reasonably secure plan that bears a reasonable rate of interest/growth given current financial markets. For purposes of this Agreement, investments made pursuant to the then current Statement of Investment Policy for the City of Santa Ana, shall be deemed to meet the requirements of this section. Effective June 30, 2002, this .5% contribution is eliminated.

Effective July 1, 2002, employees covered by this Agreement shall begin contributing one-half percent (.5%) of their base salary plus pay additives through payroll deduction to the above-specified fund currently maintained by the City. 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.

Effective October 1, 2006, and October 1, 2007, respectively, the City shall contribute an additional one-half of one percent (.5%) of the bargaining unit=s salary base for the purpose specified herein. This one-half of one percent (.5%) may be applied, instead, to the Retirement Health Savings Program as defined in Article IV, Section 14.9 herein.

- 12.8 Vision Insurance. Effective as soon as practicable, the City agrees to implement, through payroll deduction, a non-participatory vision care plan through Eye Med. This plan is voluntary on behalf of the employee and shall be fully funded by the participating employee.

ARTICLE XIII

13.0 DEFERRED COMPENSATION

- 13.1 Effective January 1, 1977, employees covered by this Agreement were granted a one percent (1%) salary increase to be utilized toward deferred compensation. Effective July 1, 1991, to comply with CalPERS salary reporting requirements, salary rate ranges for employees covered by this Agreement were adjusted upward by one percent (1%) to reflect the deferred compensation as salary. For salary reporting purposes, the deferred compensation was shown as part of salary, rather than as an add-on benefit. The amounts contributed by the City under this article shall be subject to provisions as outlined in the Internal Revenue Code (IRC) 457. Furthermore, all new contributions and existing assets are to be held for the exclusive benefit of the participants and beneficiaries.

ARTICLE XIV

14.0 RETIREMENT

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

14.2 Deferred Retirement. The City will continue to make payment to CalPERS on behalf of each affected employee, one hundred percent (100%) 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.

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

In the event that the City receives a ruling from the Internal Revenue Service that such payments are ordinary income of the employees instead of deferred compensation, the City=s obligation to make such payments shall discontinue and in place thereof the base salary of each said employee shall forthwith be increased by eighteen (18) salary rate ranges (9%) for "safety member" employees covered under the 3% at age 50 CalPERS formula and fourteen (14) salary rate ranges (7%) for all "miscellaneous member" employees covered under the 2% at age 55 CalPERS Formula.

14.3 1959 Survivor=s Benefit. Effective December 7, 2002, the City shall provide CalPERS fourth level of 1959 Survivor=s Benefits to all eligible employees in the unit.

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

14.5 2% at 55 Service Retirement Benefit for Miscellaneous Members. CalPERS designated "miscellaneous" employees represented by the Association shall be covered by the 2% at 55 retirement benefit. Effective July 1, 1997, the City agreed to pay 2.266% of the cost

providing CalPERS 2% at 55 retirement benefit to these employees. Employees agreed to pay one percent (1%) of the total cost of 3.266% for the 2% at 55 retirement benefit by authorizing a one percent (1%) deduction from their salary (two [2] salary rate ranges) effective July 1, 1997. Effective November 1, 2001, this one percent (1%) deduction was eliminated.

Effective July 1, 2006, the City and Association agree to reopen Article XIV, Retirement, for the purpose of discussing the feasibility of an enhanced retirement formula for Local Miscellaneous Members.

- 14.6 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.

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% during the term of this Agreement. If, however, during the term of the Agreement, the City=s employer contribution rate drops below 1.42%, then the City and Association agree to reopen this Article.

- 14.7 Military Service Credit as Public Service. Effective March 8, 2001, Safety employees and effective 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.
- 14.8 Deferred Retirement Option Plan (DROP). If the Deferred Retirement Option Plan (DROP) is enacted by the State of California during the term of this Agreement, the City and PMA agree to reopen this Agreement to meet and confer regarding this option.

- 14.9 Retirement Health Savings Program. As soon as practicable following Council approval of this Agreement, the City shall establish a voluntary program for employees to contribute unused sick leave, vacation, or other employee benefits on a pre-tax basis in conjunction with a Cafeteria Benefit Plan or other tax exempt program.

ARTICLE XV

15.0 CREDIT UNION DEDUCTION

- 15.1 The City shall permit an employee covered by this Agreement to have a deduction made from his or her payroll check for the Santa Ana City Employee=s Credit Union, provided that the employee executes a written authorization on the payroll deduction form provided by the City.

ARTICLE XVI

16.0 EXPANDED RESIDENCY

- 16.1 The City shall continue to permit employees covered by this Agreement to reside outside the limits of Orange County, so long as such residency is not an unreasonable distance nor requires an unreasonable response time to the particular employee=s place of employment. Any affected employee who desires to take advantage of the opportunity to reside outside of Orange County shall first request permission to do so from the Police Chief. Said request shall be granted by the Police Chief if it is determined that the intended residence is not an unreasonable distance nor requires an unreasonable response time to the employee=s place of employment.

Should the Police Chief refuse any such request, the employee shall have the right of appeal of said determination to the City Manager for reconsideration.

ARTICLE XVII

17.0 CONTROLLED PARKING AND TAKE HOME VEHICLE PRIVILEGES

- 17.1 Parking. The City shall continue to provide employees covered by this Agreement with free parking for personal vehicles during on-duty hours in controlled parking facilities in the Civic Center area.
- 17.2 Take Home Vehicle. Effective July 1, 1998, all employees in the classification of Lieutenant shall receive a City-owned and maintained vehicle for traveling between the employee=s residence and the Police Department or other business-related location, as necessary in the performance of his or her duties.

ARTICLE XVIII

18.0 DISCIPLINE

- 18.1 An employee covered by this Agreement may only be disciplined in accordance with the standards and procedures and subjects to all rights of appeal set forth in Section 1000d of the City Charter and Municipal Code Sections 9-9, 9-10, 9-118.1 et. seq.
- 18.2 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.
 - 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 of 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 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 XIX

19.0 GRIEVANCE REVIEW PROCEDURE

- 19.1 Definition of a Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees of 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 Personnel Board by those provisions 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 participation in the Grievance Review Procedure.

- 19.2 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 given rise to the grievance.
- B. Every effort shall be made to find an acceptable solution to the grievance through this informal means at the most immediate level of supervision.
- C. In order that this informal procedure may be responsive, both parties involved shall expedite this process. If, within five (5) working days, a mutually acceptable solution has not been reached at the informal level, the employee and/or the employee=s designated representative shall then set forth the grievance in writing, indicate the nature of the action desired, sign it, and submit it to the employee=s Police Chief. At this point, the grievance review process becomes formal. Should the grievant and/or his or her designated representative fail to file a written grievance, and in the manner specified above, within ten (10) working days after first discussing the grievance with the employee=s immediate supervisor, the grievance shall be barred and waived.

- 19.3 Formal Process.

- A. If a 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 shall add his or her comments and any justification he or she considered proper, sign it, and forward it to the Police Chief without undue delay or, in no case, more than ten (10) calendar days.

- B. If the grievant files a written grievance to the Police Chief in the manner and within the time limits specified, then a conference shall be held at the request of the employee or the Police Chief.
- C. Police Chief shall inform the employee of his action within ten (10) calendar days after the receipt of the request of the settlement. The original of the grievance form and the Chief=s decision shall be filed in the Personnel Records of the Department.
- D. If no satisfactory settlement has been reached at the Department level, the employee may, within ten (10) 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 a basis of the Police Chief=s response.
- E. The City Manager or his duly authorized representative, after a careful review, shall render a final decision on the merits of the grievance, in writing, and return it to the grievant within thirty (30) calendar days after receiving the grievance. A copy of the written grievance to the City Manager, or his duly authorized representative, and of the City Manager=s or his representative=s written decision shall be filed in the Personnel Records of the Department and the grievant=s personnel jacket maintained in the Personnel Services Department.
- F. After the procedures set forth in this Article have been exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said grievance under the law.

ARTICLE XX

20.0 DUES DEDUCTION AND INDEMNIFICATION

- 20.1 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.
- 20.2 Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits instituted by a member or members of the Association arising out of the deductions or transmittal of 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 XXI

21.0 CITY RIGHTS

- 21.1 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 workforce by which the City operations are to be conducted.
 - H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right 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 nondisciplinary reason, subject to the provisions of the City Charter, Municipal Code, Federal and State law and this Agreement.
 - K. To establish and modify productivity and performance programs and standards.

- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions set forth in the City Charter and Santa Ana Municipal Code.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote and demote employees for nondisciplinary reasons in accordance with this Agreement.
- O. To determine policies, procedures and standards including, but not limited to, quality and quantity standards and to require compliance therewith.
- 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.

21.2 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 this Agreement.

ARTICLE XXII

22.0 STRIKES AND WORK STOPPAGES

22.1 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, workout, 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.

22.2 Association Responsibility. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Subsection A, Section 22.1 above of this Article, 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 the conduct prohibited and return to work.

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 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 of conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, unless required by specific provision 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 or by statute, 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 7th day of February, 2005.

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

Dated: _____

By: _____
MAYOR

Dated: _____

By: _____
CITY MANAGER

Dated: _____

By: _____
EMPLOYEE RELATIONS MANAGER
PERSONNEL SERVICES

ATTEST:

CLERK OF THE COUNCIL

APPROVED AS TO FORM:

CITY ATTORNEY

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

Dated: _____

By: _____
PRESIDENT, SANTA ANA POLICE
MANAGEMENT ASSOCIATION

EXHIBIT A

SALARY SCHEDULE MATRIX

	0	1	2	3	4	5	6	7	8	9
M52	2637	2650	2663	2676	2690	2703	2717	2730	2744	2758
M53	2769	2782	2796	2810	2824	2838	2853	2867	2881	2896
M54	2907	2921	2936	2950	2965	2980	2995	3010	3025	3040
M55	3052	3067	3082	3098	3113	3129	3144	3160	3176	3192
M56	3205	3221	3237	3253	3269	3285	3302	3318	3335	3352
M57	3365	3381	3398	3415	3432	3449	3467	3484	3501	3519
M58	3533	3550	3568	3586	3604	3622	3640	3658	3676	3695
M59	3710	3728	3747	3765	3784	3803	3822	3841	3861	3880
M60	3896	3915	3935	3954	3974	3994	4014	4034	4054	4074
M61	4091	4111	4132	4152	4173	4194	4215	4236	4257	4278
M62	4296	4317	4339	4360	4382	4404	4426	4448	4470	4493
M63	4511	4533	4556	4579	4601	4624	4648	4671	4694	4718
M64	4741	4764	4787	4810	4834	4858	4882	4906	4930	4954
M65	4978	5002	5026	5051	5076	5101	5126	5151	5176	5201
M66	5226	5252	5278	5304	5330	5356	5382	5408	5434	5461
M67	5488	5515	5542	5569	5596	5623	5650	5678	5706	5734
M68	5762	5790	5818	5847	5876	5905	5934	5963	5992	6021
M69	6050	6080	6110	6140	6170	6200	6230	6260	6291	6322
M70	6353	6384	6415	6446	6478	6510	6542	6574	6606	6638
M71	6670	6702	6735	6768	6801	6835	6869	6903	6937	6971
M72	7005	7039	7073	7107	7141	7176	7211	7247	7283	7319
M73	7355	7391	7427	7463	7499	7535	7571	7609	7647	7685
M74	7723	7761	7799	7837	7875	7913	7951	7989	8029	8069
M75	8109	8149	8189	8229	8269	8309	8349	8389	8431	8473
M76	8515	8557	8599	8641	8683	8725	8767	8809	8853	8897
M77	8941	8985	9029	9073	9117	9161	9205	9250	9296	9342
M78	9388	9434	9482	9529	9577	9625	9673	9721	9770	9819
M79	9857	9906	9955	10005	10055	10105	10156	10207	10258	10309
M80	10350	10401	10453	10506	10558	10611	10664	10717	10771	10825
M81	10868	10922	10976	11031	11086	11142	11198	11254	11310	11366
M82	11411	11468	11525	11583	11640	11699	11757	11816	11875	11934
M83	11982	12041	12102	12162	12223	12284	12345	12407	12469	12532
M84	12581	12643	12707	12770	12834	12898	12963	13027	13093	13158

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

SALARY RATE RANGES EFFECTIVE
July 1, 2004

CalPERS SAFETY MEMBER CLASSES

(assigned to 4 step salary rate ranges)

<u>CLASS TITLE</u>	<u>NO.</u>	<u>MIN-MAX</u>
Police Captain	788	\$9770-11310
Police Lieutenant	754	\$8269-9577

CalPERS MISCELLANEOUS MEMBER CLASSES

(assigned to 5 step salary rate ranges)

	<u>NO.</u>	<u>MIN-MAX</u>
Police Communications Manager	681	\$5790-7039
Police Property & Facilities Mgr	713	\$6768-8229
Police Records Manager	703	\$6446-7837

Note: Salary rate ranges for 2006-07 and 2007-08, respectively, will be increased by that percentage increase necessary, rounded to the nearest half-percent (.5%), not to exceed nine (9) salary rate (approximately 4.5%), consistent with the amount received by members of the Santa Ana Police Officers Association. Please see Article IV, Section 4.3A for details.

THREE-YEAR CONTRACT AMENDMENT/EXTENSION TO
THE MEMORANDUM OF UNDERSTANDING, AS AMENDED, BETWEEN
THE CITY OF SANTA ANA

AND

THE SANTA ANA POLICE MANAGEMENT ASSOCIATION FOR FISCAL YEARS 2010-11
THROUGH 2012-13

The City of Santa Ana (CITY) and the Police Management Association (PMA) have met and agreed to amend the previously amended 2004-10 Memorandum of Understanding (MOU) between the CITY and PMA, by extending this amended MOU for three (3) additional years. The existing MOU provisions shall remain unchanged and in effect unless modified by this contract extension. 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 italics*; deleted provisions lined out)

3.2 Alternative Work Schedules.

~~A. All represented employees, except Lieutenants assigned as Watch Commanders, shall work a 9/80 work schedule. Employees assigned to the 207(k) 9/80 work schedule shall work either five (5) nine hour workdays in the first seven (7) day span and three (3) nine hour and one (1) eight hour workdays 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 seven (7) day span. Each nine (9) hour workday shall consist of nine (9) hours of work and thirty (30) minutes unpaid mealtime. The eight (8) hour workday shall consist of eight (8) hours of work and thirty (30) minutes of unpaid mealtime.~~

~~B. Police Lieutenants assigned to the Field Operations Division as Watch Commanders will continue to be assigned to a 3/12 - 4/12 work schedule. The minimum work day for these employees will consist of 11 hours and 30 minutes of work, with 30 additional minutes for meals. A minimum work period shall consist of two (2) consecutive weeks, with three (3) shifts of 11 hours and 30 minutes in one (1) week and four (4) shifts of 11 hours and 30 minutes in the second week.~~

~~**C. Reopener - 4/10 Work Schedule.**~~

~~Effective July 1, 2006, the City and Association agree to reopen this Article for the purpose of discussing the feasibility of implementing a 4/10 Work Schedule for those employees currently assigned to the 9/80 Work Schedule.~~

A. All represented employees, except *those* Lieutenants assigned as Watch Commanders *or assigned to positions designated by the Police Chief as special exemptions, shall be permitted, at the employee's option, to work a 4/10 work schedule. Employees assigned to the 207(k) 4/10 work schedule shall work 16 ten hour workdays in each 28 day FLSA Work Period. Each*

workday shall consist of ten (10) hours of work and thirty (30) minutes unpaid mealtime. Said schedule shall be set by the Police Chief and subject to annual review by the Police Chief.

B. *All represented employees (except those Lieutenants assigned as Watch Commanders) not assigned to the 4/10 work schedule shall work a 9/80 work schedule.* Employees assigned to the 207(k) 9/80 work schedule shall work either five (5) nine-hour workdays in the first seven (7) day span and three (3) nine-hour and one (1) eight-hour workdays 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 seven (7) day span. Each nine (9) hour workday shall consist of nine (9) hours of work and thirty (30) minutes unpaid mealtime. The eight (8) hour workday shall consist of eight (8) hours of work and thirty (30) minutes of unpaid mealtime.

C. Police Lieutenants assigned to the Field Operations Division as Watch Commanders will continue to be assigned to a 3/12 - 4/12 work schedule. The minimum work day for these employees will consist of 11 hours and 30 minutes of work, with 30 additional minutes for meals. A minimum work period shall consist of two (2) consecutive weeks, with three (3) shifts of 11 hours and 30 minutes in one (1) week and four (4) shifts of 11 hours and 30 minutes in the second week.

For purposes of computing holiday, vacation, and sick leave accruals, an eight (8) hour day shall be the basis for computation.

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

4.3 Salaries.

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

1. Effective July 1, 2008, the base salaries of classifications covered by this Agreement shall be increased by *eight (8) salary rate ranges* (approximately ~~four percent~~ (4%).

2. Effective January 1, 2009, the base salaries of classifications covered by this Agreement shall be increased by *five (5) salary rate ranges* (approximately ~~two and one-half percent~~ (2.5%).

~~Effective July 1, 2009, the base salaries of classifications covered by this Agreement shall be increased by approximately four percent (4%).~~

3. Effective July 1, 2009, there shall be no salary increase for employees covered by this Agreement.

~~Effective January 1, 2010, the base salaries of classifications covered by this Agreement shall be increased by approximately two and one-half percent (2.5%).~~

4. Effective January 1, 2010, there shall be no salary increase for employees covered by this Agreement.

~~Effective July 1, 2010, the base salaries of classifications covered by this Agreement shall be increased by approximately four percent (4%).~~

5. *Effective July 1, 2010, there shall be no salary increase for employees covered by this Agreement.*

~~Effective January 1, 2011, the base salaries of classifications covered by this Agreement shall be increased by approximately two and one-half percent (2.5%).~~

6. *Effective January 1, 2011, there shall be no salary increase for employees covered by this Agreement.*

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

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

9. Should any other bargaining unit, ~~with the exception of SEIU~~, receive a salary or benefit increase *of greater than the combined value of that set forth in "7" and "8" hereof* during the term of this Agreement, PMA employees shall be granted that salary or benefit equivalent.

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

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

G. Homeland Security Executive Leaders Program. Any employee covered by this Agreement who successfully completes the Homeland Security Executive Leaders Program shall 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. Advanced Leadership Program (note new letter "H"). Additional leadership courses to be added to the already existing menu contained in the Advanced Leadership Program under existing Section G are:

- FBI-LEEDA Executive Survival 32 hours
- Role of the Police Chief 40 hours

- I. Additional Courses. Any other course, 24 hours or longer, which focuses on developing leadership skills or increasing knowledge of contemporary law enforcement issues of a management/executive nature, or which enhances knowledge of community policing strategies or trends. All such courses shall be reviewed and approved by the Chief of Police after he/she ensures that the above criteria are met.

AMENDED ARTICLE IX (new language in *bold italics*; deleted provisions lined out)

- 9.6 Leave Cash Option. Employees covered by this Agreement may cash out a combination of ~~the following holiday, regular and/or longevity vacation, and management vacation~~ leaves, up to a maximum of 120 hours in a calendar year. Effective July 1, 2009, all employees covered by this Agreement shall defer for the duration of Fiscal Year 2009-10 an employee's ability to cash out holiday leave, regular and/or longevity vacation leave, and management vacation leave. *Effective July 1, 2010, employees began cashing out holiday leave, as defined in 9.6A1 below. Effective July 1, 2011, employees choosing to cash out a combination of holiday, regular and/or longevity vacation, and management vacation leaves may begin to do so, up to a maximum of ~~160~~ 174 hours in a calendar year as follows:*

A. *Holiday Leave: Employees may receive* cash compensation, computed on straight time basis, up to a maximum of eighty (80) hours of their holiday leave benefits, including the floating holiday, set forth in Section 9.2 above. Effective July 1, 2009, all employees covered by this Agreement shall defer for the duration of Fiscal Year 2009-10 an employee's ability to cash out holiday leave time. The ability to cash out holiday leave time shall be reinstated on July 1, 2010. Such deferral shall not affect an employee's ability to be compensated for accumulated holiday leave time upon separation from employment with the City, not to exceed a maximum of 160 hours.

1. Effective July 1, 2010 through June 30, 2013, employees choosing to cash out their holiday time may do so to a maximum value of ~~1.33 x 80 hours, or~~ 106 hours per year.

B. *Regular and/or Longevity Vacation Leave: Employees may receive* cash compensation, computed on a straight time basis, up to a maximum of eighty (80) hours of earned, unused regular vacation leave (which includes longevity vacation) benefits, set forth in Sections 10.2 and 10.3, respectively, herein. Effective July 1, 2009, all employees covered by this Agreement shall defer for the duration of Fiscal Years 2009-10 *and 2010-11, respectively*, an employee's ability to cash out vacation leave time. The ability to cash out vacation leave time shall be reinstated ~~July 1, 2010~~ *July 1, 2011*. Such deferral shall not affect an employee's ability to cash out vacation leave time upon separation of employment with the City.

1. Effective July 1, ~~2010~~ *2011* through June 30, ~~2013~~ *2014*, employees choosing to cash out their vacation leave time may do so up to a maximum value of ~~1.33 x 80 hours, or 106~~ *133* hours per year.

C. ***Management Vacation Leave: Employees may receive*** cash compensation, computed on a straight time basis, up to a maximum of forty (40) hours of earned, unused management vacation leave benefits, set forth in Section 10.7 herein. Effective July 1, 2009, all employees covered by this Agreement shall defer for the duration of Fiscal Years 2009-10 ***and 2010-11, respectively,*** an employee's ability to cash out management vacation time. The ability to cash out management vacation time shall be reinstated July 1, ~~2010~~ ***2011.*** Such deferral shall not affect an employee's ability to cash out management vacation time upon separation of employment with the City.

1. Effective July 1, ~~2010~~ ***2011*** through June 30, ~~2013~~ ***2014*** employees choosing to cash out their management vacation leave time may do so up to a maximum value of ~~1.33 x 40 hours, or 53~~ ***67*** hours per year.

The terms and conditions identified in "bold type" above apply to the Cash Option set forth in 9.6 above for the period of time beginning July 1, 2009, and ending June 30, ~~2013~~ ***2014.*** Effective July 1, ~~2013~~ ***2014,*** these terms and conditions no longer apply and the Cash Option reverts to that set forth above (maximum of 120 hours of combined holiday, regular or longevity vacation, and/or management vacation).

Notwithstanding the above, employees covered by this Agreement who retire between July 1, 2010 and January 31, 2011, shall have the ability to cash out any and all leaves at a value increased by six and one-half percent (6.5%) of base pay, plus premiums. In no event shall this provision be construed as precedent-setting, nor shall this provision entitle an employee to enhanced retirement benefits of any kind as provided by CalPERS, including but not limited to making this leave cash out reportable to CalPERS as income for the purpose of enhancing an employee's retirement benefit.

Such cash 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.

AMENDED ARTICLE XI (new language in *bold italics*, deleted provisions lined out)

11.3 Military Leave.

A. **Proof of Orders and Reinstatements.** An employee shall be granted military leave if he or she furnishes the Executive Director of Personnel Services satisfactory proof of his or her order to report for duty. Upon return and upon showing of proof of actual service pursuant to such orders, he or she will be reinstated as provided in Section 9-143 of the Civil Service Rules and Regulations of the City of Santa Ana.

B. **Temporary.** Members of the reserve forces of the United States or the National Guard, granted temporary leave when ordered to duty, in accordance with the Military and Veterans Code, will be granted leave with pay not to exceed thirty (30) ~~calendar~~ ***working*** days in each calendar year

after one (1) year's service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

AMENDED ARTICLE XII (new language in *bold italics*; deleted provisions lined out)

12.4 Life Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for term life insurance coverage under the policy it maintains on behalf of its officers and employees in order to provide employees covered by this Agreement with life insurance coverage in an amount equal to twice such employee's annual rate of salary to a maximum of three hundred thousand (\$300,000), provided said affected employees can provide evidence of insurability of coverage above one hundred fifty thousand dollars (\$150,000) if so required by the terms and conditions of said term life insurance policy.

AMENDED ARTICLE XIV (new language in *bold italics*; deleted provisions lined out)

14.6 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. *Effective July 1, 2011, current safety members shall contribute an additional one percent (1%) for a total of 2.42% of safety payroll. This additional 1% contribution shall be implemented through payroll deduction on a pre-tax basis. Effective July 1, 2012, current safety members shall contribute an additional one percent (1%) for a total of 3.42% of safety payroll. This additional 1% contribution shall be implemented through payroll deduction on a pre-tax basis.*

14.10 Reopener regarding CalPERS Employer Contribution

If, at any time during the term of this Agreement, the City receives notification from CalPERS that the employer contribution rate for the cost of providing the 3% at 50 service retirement benefit to members of the Association meets or exceeds 25%, then Article 14.6 "Payment of 3% at 50 Service Retirement Benefit" shall be subject to being immediately reopened for negotiation at the request of the City.

~~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% during the term of this Agreement. If, however, during the term of the Agreement, the City's employer contribution rate drops below 1.42%, then the City and Association agree to reopen this Article.~~

AMENDED ARTICLE XXVI (new language in *bold italics*; deleted provisions lined out)

26.1 The term of this Agreement shall be from July 1, 2010 through June 30, 2011~~13~~.

AMENDED ARTICLE XXVII (new language in *bold italics*; deleted provisions lined out)

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 Association and entered into this ~~29th day of June, 2009~~ *22nd ay of February 2011.*

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

Dated: MAR 2 5 2011

By: 
MAYOR

Dated: MAR 2 5 2011

By: 
CITY MANAGER

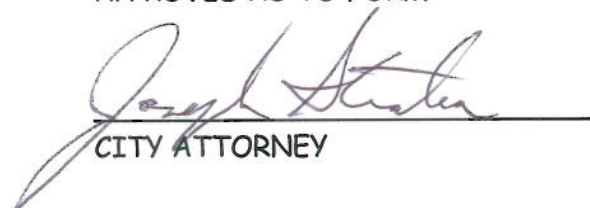
Dated: 3/11/11

By: 
EXECUTIVE DIRECTOR,
PERSONNEL SERVICES

ATTEST:


CLERK OF THE COUNCIL

APPROVED AS TO FORM:


CITY ATTORNEY

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

Dated: 3/10/11

SANTA ANA POLICE MANAGEMENT ASSOCIATION

By: 
STEVE COLON, PRESIDENT