

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ANA

AND

FULL-TIME EMPLOYEES UNIT

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

FOR THE TERM JULY 1, 2022 THROUGH JUNE 30, 2025

OCT 29 2024

O: HR(o)
Daniel Durham (KF)

This First Amendment to the Memorandum of Understanding ("MOU") is entered into on October 15, 2024, by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and the laws of the State of California ("City") and the Service Employees International Union Local 721 ("SEIU") a recognized employee bargaining unit (collectively "Parties").

RECITALS

WHEREAS, the Parties have entered into an MOU with a term of July 1, 2022 through June 30, 2025; and

WHEREAS, the Parties wish to modify Article 9.0 of their MOU as set forth below.

THE PARTIES THEREFORE AGREE as follows (additions are underlined and deletions are stricken):

1. Article 9.0; Section 9.6 (A) to amend the language as follows:

9.6 Vacation Cash-Out

A. Annual Buy Back

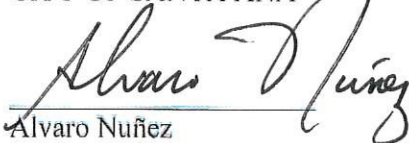
1. If an employee wants to cash-out unused vacation leave they accrued during the calendar year, they must make an irrevocable election by December 15th of the prior calendar year (i.e. by December 15, 2022 for a cash-out in calendar year 2023).
2. The irrevocable election must indicate the amount of vacation hours the employee intends to cash-out during that next calendar year.

The number of hours to be cashed-out cannot exceed the total number of hours the employee will accrue during that same calendar year, or a maximum of one hundred (100) hours, whichever is the lesser amount.

3. Once the election form is submitted to Human Resources, the amount of hours to be cashed-out cannot be changed for that calendar year.
 4. Employees may submit a request for cash-out up to two times (2X) per year— for payment in the first paycheck period of which includes July ~~4~~ and/or December ~~15~~.
 5. In the event an employee's vacation leave balance (on either pay period when they can elect to cash-out) is less than the amount of hours the employee had previously elected to cash-out (in the prior calendar year), the employee will only receive payment for the amount of accumulated vacation leave remaining at the time of the cash-out in either July or December.
 6. If an employee makes an irrevocable election to cash-out vacation in the following calendar year and uses vacation leave during that subsequent calendar year, the vacation leave used will first come from vacation leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out. The use of such earned, but unused, vacation leave accumulated from previous calendar years shall not result in a reduction in the amount of vacation hours the employee is eligible to cash-out.
2. Except as modified by this First Amendment, the terms and conditions of the MOU shall remain in full force and effect.

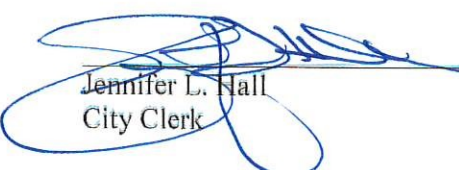
IN WITNESS WHEREOF, the parties have executed this First Amendment to the MOU, on the date and year written above.

CITY OF SANTA ANA


Alvaro Nuñez
City Manager

10/24/2024
Date

ATTEST:


Jennifer L. Hall
City Clerk



10/28/2024
Date

APPROVED AS TO FORM:

Sonia R. Carvalho, City Attorney

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney

9/26/2024
Date

RECOMMENDED FOR APPROVAL:

Lori Schnaider
Lori Schnaider
Executive Director of Human Resources

10/1/24
Date

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

Ryan Murillo
Ryan Murillo, Worksite Organizer

9/26/24
Date

Ruben Hernandez
Ruben Hernandez, SEIU Chapter President

10/1/24
Date

[Signature Page- First Amendment to MOU]