

# SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ANA

AND

CONFIDENTIAL ASSOCIATION OF THE CITY OF SANTA ANA

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

OCT 29 2024

O: HR (o)  
Daniel Durham (KF)

This Second 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 Confidential Association of the City of Santa Ana ("CASA") 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;

WHEREAS, on December 5, 2023, the Parties entered into a First Amendment of the MOU amending Section 9.7 and 9.8(C) regarding payment for employees who are required to work during the holiday closure; and

WHEREAS, the Parties now wish to modify Article 10.0 of their MOU as set forth below.

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

1. Article 10.0; Section 10.2 (F) to amend the language as follows:

F. Vacation Buy-Back.

1. Through December 31, 2023

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

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

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

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

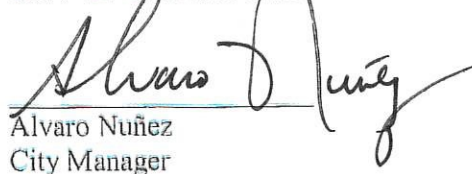
The number of hours to be cashed-out cannot exceed the total number of hours the employee will accrue during that same calendar year, or a maximum of eighty (80) hours, whichever is the lesser amount.

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

- 2. Except as modified by this Second Amendment and previous amendment, the terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second 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

9/30/24  
Date

CONFIDENTIAL ASSOCIATION OF THE CITY OF SANTA ANA

Lorrie Ortiz  
Lorrie Ortiz, CASA President

9/30/24  
Date

[Signature Page- Second Amendment to MOU]