

INSURANCE NOT REQUIRED
WORK MAY PROCEED
CLERK OF COUNCIL
DATE: SEP 07 2020

EXHIBIT 1

0: HR (1) (Lindi Sangerito) FA

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ANA

AND

~~SANTA ANA POLICE MANAGEMENT ASSOCIATION~~

REPRESENTATION UNIT

FOR THE TERM JULY 1, 2018 THROUGH DECEMBER 31, 2021

This First Amendment to the Memorandum of Understanding ("MOU") is entered into on August 18, 2020, 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 Santa Ana Police Management Association ("SAPMA") a recognized employee bargaining unit (collectively "Parties").

RECITALS

WHEREAS, the Parties have entered into an MOU dated October 1, 2019 with a term of July 1, 2018 through June 20, 2021; and

WHEREAS, the Parties wish to modify Articles 4.0, 9.0, 14.0, 26.0 of their MOU as set forth below.

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

- 1. Article 4.0; Section 4.8, amend the language as follows:

4.8 Annual Performance Based Salary Adjustments ~~Bonus Pay~~:

Effective July 1, 2018, and every year thereafter, ~~Each Non-Sworn~~ employee covered by this MOU ~~who has attained Step "D"~~ may be eligible to receive an annual performance bonus, for superior performance as a one-time monetary incentive payment based on a percentage of current annual rate of base salary in accordance with the following criteria in Section 4.8A-C below.

~~Effective July 1, 2019 through December 31, 2020, eligible Sworn employees covered by this MOU who have attained Step "D" or "E" may be eligible to receive an annual~~

~~performance bonus and/or a merit step advancement as defined in Section 4.7 of this MOU. On December 31, 2020, this provision will sunset.~~

~~Beginning January 1, 2021, Sworn employees covered by this MOU may be eligible only for an annual performance bonus who have attained Step E. Annual performance bonuses are a one-time monetary incentive payment based on a percentage of current annual base salary in accordance with the criteria in Section 4.8A-C below.~~

A. Performance Levels

1. For overall superior performance rated as '5' Significantly Exceeds Expectations, a one-time monetary incentive payment of five percent (5%).
2. For overall superior performance rated as '4' Exceeds Expectations, a one-time monetary incentive payment of two and one-half percent (2.5%).
3. For overall performance rated as '3' Meets Expectations, no monetary incentive payment.
4. For overall performance rated as '2' Below Expectations, no monetary incentive payment.
5. For overall performance rated as '1' Significantly Below Expectations, no monetary incentive payment.

2. Due to the results of the findings of a recent Employer Compliance Review, the Parties agree that previous Performance Based Salary Adjustments between July 1, 2014 and June 30, 2018, governed by previous MOUs between the Parties, will be reevaluated utilizing the criteria set forth in paragraph 1 of this First Amendment. Pursuant to this criteria, any annual performance bonus earned during this period, will be paid pursuant to the amended terms of Section 4.8.

3. Article 9.0; Sections 9.2 and 9.4. to amend the language of these sections by moving the following paragraph in its entirety from Section 9.2 to new Section 9.4 B. of their MOU:

~~9.2 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 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.~~

4. **Article 9.0; Section 9.4**, amending the language as follows:

9.4 Holiday Bank Election

- A. Effective January 1, 2021, and every year thereafter

1. If an employee wants to use their holiday bank hours as described in Section 9.2 during the year in which the holiday leave time is accrued, but not necessarily used in the pay period in which the holiday occurs, they must make an irrevocable election by December 15th of the prior calendar year (i.e. by December 15, 2020 for the calendar year 2021 holidays). Employees completing an irrevocable election form will not be automatically cashed out as the holidays occur (if not taken off), and will retain those hours for use any time during the current calendar year earned. Forms will be turned into the Police Department Human Resources Department then forwarded to City Payroll. If an employee leaves employment during the year and has not used their earned holiday time, the eligible hours will be paid on their final check and will not be eligible to be reported to CalPERS as Special Compensation.

B. 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 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.

- C. Holiday time off may be taken in 30-minute increments.

5. **Article 9.0; Section 9.6**, amending the language as follows:

9.6 Leave Cash Option Employees covered by this MOU may cash out a combination of holiday vacation, and management vacation leaves, up to a maximum of 260 hours in a calendar year.

6. **Article 9.0; 9.6.A.**, amending the language as follows:

- A. **Holiday Leave:**

Effective January 1, 2021, and every year thereafter:

1. Members of the association will receive holiday hours each year as set forth in Section 9.2 to be used as time off in the pay period in which the legal holiday occurs. Holiday hours (excluding the floating holiday) not used in the pay period in which the legal holiday falls will be automatically given holiday pay-in-lieu.

2. Pay-in-lieu of time off will be based on the eleven (11) legal holidays observed by the City of Santa Ana. Pay-in-lieu will be computed at eight (8) hours each legal holiday at the regular rate of pay on a straight time basis. This additional compensation will be paid as earned and reported to CalPERS as Special Compensation

pursuant to Title 2, Division 1, Chapter 2 of the California Code of Regulations, specifically Section 571(a)(5) – Statutory Items, Holiday Pay.

7. **Article 14.0; Section 14.5 and 14.6**, amending the language to add the following:

14.5 Effective upon adoption of this agreement, members classified as Classic and New (PEPRA) members will pay an additional four (4%) percent towards of CalPERS reportable compensation toward the employer’s cost. Effective January 1, 2021, the additional four (4%) percent contribution mentioned above in this section will be reduced to a two (2%) percent additional contribution to continue through June 30, 2021. The additional contributions listed above will sunset on June 30, 2021. This additional employee contribution will be implemented as “cost-sharing” pursuant to Government Code Section 20516(f).

14.6 Effective upon adoption of this agreement, members classified as Classic and New (PEPRA) members will pay an additional four (4%) percent towards of CalPERS reportable compensation toward the employer’s cost. Effective January 1, 2021, the additional four (4%) percent contribution mentioned above in this section will be reduced to a two (2%) percent additional contribution to continue through June 30, 2021. The additional contributions listed above will sunset on June 30, 2021. This additional employee contribution will be implemented as “cost-sharing” pursuant to Government Code Section 20516(f).

8. **Article 26.0; Section 26.1**, amending the language as follows:

The Term of this MOU shall be from July 1, 2018 through ~~June 30, 2021~~ December 31, 2021.

9. Except as modified by this First Amendment, all 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 first written above.

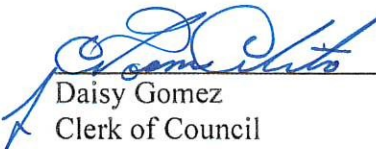
CITY OF SANTA ANA


Kristine Ridge
City Manager

9/1/20
Date

[Signatures continue on the next page]

ATTEST:


Daisy Gomez
Clerk of Council



9-2-2020
Date

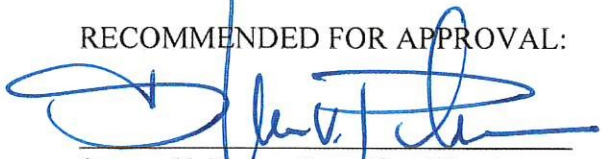
APPROVED AS TO FORM:

Sonia R. Carvalho, City Attorney

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

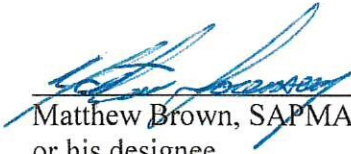
8/04/2020
Date

RECOMMENDED FOR APPROVAL:


Steven V. Pham, Executive Director
Of Human Resources

8/05/20
Date

SANTA ANA POLICE MANAGEMENT ASSOCIATION

 PMA/VP
Matthew Brown, SAPMA President
or his designee.

8-11-20
Date