

SEP 15 2020

INSURANCE NOT REQUIRED
WORK MAY PROCEED
CLERK OF COUNCIL
DATE:

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF SANTA ANA

AND

SANTA ANA POLICE OFFICERS ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Santa Ana ("City") and the Santa Ana Police Officers Association ("POA") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are parties to a Memorandum of Understanding ("MOU") with a term of July 1, 2018 through December 31, 2021; and

WHEREAS, the Parties wish to make modifications to sections with Article IX of their MOU addressing the subject of holidays; and

WHEREAS, the following sets forth the Parties' Agreement:

1. The parties agree effective December 1, 2020, they will replace current section 9.2 of their MOU (just below) with a new provision which is set forth below.

Current Provision

9.2 Full-time, permanent and probationary employees covered by this MOU shall be entitled to receive 96 hours off during the calendar year in lieu of the twelve (12) holidays specified in Section 9.1. Said hours, up to a maximum of 80 hours, may be carried over from one calendar year to the next and shall be cashed out upon separation from employment, not to exceed a maximum of 160 hours. An employee who works on a City observed "legal" holiday shall be paid at his or her straight time rate.

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

New Provision

9.2 Effective January 1, 2021, and every year thereafter:

Full-time, permanent and probationary employees covered by this MOU shall receive 96 holiday hours each year (12 eight-hour holidays) in lieu of the twelve (12) holidays specified in Section 9.1. However, the floating holiday in Section 9.1 shall be donated back to the City to pay for the Association Representative per Section 14.1. For each of the remaining eleven (11) holidays, employees have the following two options:

A. Option 1 - Employees can use their eleven 8-hour holidays, i.e., 88 holiday hours during the calendar year by scheduling it as time off. If this option is chosen, the following provisions apply:

1. The employee will not be cashed out for any of the eighty-eight (88) holiday hours at the end of the year if any of the hours are not used.
2. If an employee leaves City employment during the year and has not used all of the holiday hours earned during the year at the date of separation the remaining holiday hours earned to date will be paid to the employee on their final check. This pay will not be reported to CalPERS as Special Compensation.
3. If an employee leaves City employment during the year and has used more holiday hours in the calendar year than they have earned as of that date, they 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. Employees can use holiday leave in increments as small as one half (1/2) hour with fractional usage rounded upward to the next higher multiple of one half (1/2) hour.

B. Option 2 – Employees may make an irrevocable election to receive holiday pay in lieu (paid at the regular rate of pay at straight time) of time off for the holiday. If this option is chosen, employees must submit their irrevocable election by December 15 of each calendar year (the first year being 2020) to the Police Department Human Resources Division who will then forward it to City Payroll.

Employees will receive eight (8) hours of holiday pay in lieu for each holiday. The employee will receive the pay on the payday following when each of the eleven (11) holidays occur. If this option is chosen, the parties agree that to the extent permitted by law, this holiday pay in lieu is special compensation and shall be reported to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) Holiday Pay.

An employee who does not irrevocably elect option 2 by December 15 of the previous calendar year will receive holidays per Option 1.

2. Effective December 1, 2020, Sections 9.3, 9.5 and 9.6 of the Parties' MOU are deleted.

~~9.3 Cash Option. Employees covered by this MOU shall be given an option twice per calendar year to receive cash compensation ("cash out") computed on a straight time basis in exchange for eighty (80) hours of their annual holiday leave benefits set forth in Section 9.2 above. Specifically, employees may cash out up to 40 hours of holiday leave benefits in April of each calendar year and an additional 40 hours of holiday leave benefits in November of each calendar year. An employee that does not cash out holiday leave benefits in~~

~~April may cash out a maximum of 80 hours of holiday leave benefits in November. The City shall provide a separate payment in addition to the regular pay for each employee who elects to receive holiday cash compensation ("cash out"), during the months of April and November per calendar year.~~

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

~~9.6 A maximum of one (1) year of Holiday benefits may be carried over from one calendar year to the next. An employee terminating employment with the City may cash out accumulated, unused Holiday leave benefits, not to exceed a maximum of 160 hours.~~

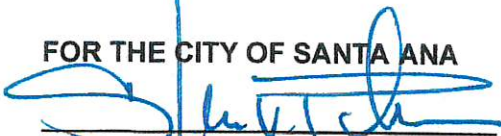
3. Effective December 1, 2020, Section 9.4 is renumbered 9.3

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


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

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

FOR THE CITY OF SANTA ANA

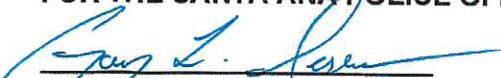

Steven V. Pham, Executive Director
Of Human Resources


8/26/20
Date


Peter J. Brown
Labor Negotiator

8-20-20
Date


FOR THE SANTA ANA POLICE OFFICERS ASSOCIATION



Gerry Serrano, POA President


Charles Goldwasser
Labor Negotiator

8-20-20
Date

8/20/20
Date


Kristine Ridge, City Manager
City of Santa Ana


Daisy Gomez, Clerk of the Council
City of Santa Ana



NOT TO BE
SIGNED

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF SANTA ANA

AND

SANTA ANA POLICE OFFICERS ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Santa Ana ("City") and the Santa Ana Police Officers Association ("POA") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are parties to a Memorandum of Understanding ("MOU") with a term of July 1, 2018 through December 31, 2021; and

WHEREAS, the Parties wish to make modifications to sections with Article IX of their MOU addressing the subject of holidays; and

WHEREAS, the following sets forth the Parties' Agreement:

1. The parties agree effective December 1, 2020, they will replace current section 9.2 of their MOU (just below) with a new provision which is set forth below.

Current Provision

- 9.2 Full-time, permanent and probationary employees covered by this MOU shall be entitled to receive 96 hours off during the calendar year in lieu of the twelve (12) holidays specified in Section 9.1. Said hours, up to a maximum of 80 hours, may be carried over from one calendar year to the next and shall be cashed out upon separation from employment, not to exceed a maximum of 160 hours. An employee who works on a City observed "legal" holiday shall be paid at his or her straight time rate.

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

New Provision

- 9.2 Effective January 1, 2021, and every year thereafter:

Full-time, permanent and probationary employees covered by this MOU shall receive 96 holiday hours each year (12 eight-hour holidays) in lieu of the twelve (12) holidays specified in Section 9.1. However, the floating holiday in Section 9.1 shall be donated back to the City to pay for the Association Representative per Section 14.1. For each of the remaining eleven (11) holidays: employees have the following two options:

A. Option 1 - Employees can use their eleven 8-hour holidays, i.e., 88 holiday hours during the calendar year by scheduling it as time off. If this option is chosen, the following provisions apply:

1. The employee will not be cashed out for any of the eighty-eight (88) holiday hours at the end of the year if any of the hours are not used.
2. If an employee leaves City employment during the year and has not used all of the holiday hours earned during the year at the date of separation the remaining holiday hours earned to date will be paid to the employee on their final check. This pay will not be reported to CalPERS as Special Compensation.
3. If an employee leaves City employment during the year and has used more holiday hours in the calendar year than they have earned as of that date, they 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. Employees can use holiday leave in increments as small as one half (1/2) hour with fractional usage rounded upward to the next higher multiple of one half (1/2) hour.

B. Option 2 - Employees may make an irrevocable election to receive holiday pay in lieu (paid at the regular rate of pay at straight time) of time off for the holiday. If this option is chosen, employees must submit their irrevocable election by December 15 of each calendar year (the first year being 2020) to the Police Department Human Resources Division who will then forward it to City Payroll.

Employees will receive eight (8) hours of holiday pay in lieu for each holiday. The employee will receive the pay on the payday following when each of the eleven (11) holidays occur. If this option is chosen, the parties agree that to the extent permitted by law, this holiday pay in lieu is special compensation and shall be reported to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) Holiday Pay.

An employee who does irrevocably elect option 2 by December 15 of the previous calendar year will receive holidays per option 1.

2. Effective December 1, 2020, Sections 9.3, 9.5 and 9.6 of the Parties' MOU are deleted.

~~9.3 **Cash Option**—Employees covered by this MOU shall be given an option twice per calendar year to receive cash compensation ("cash out") computed on a straight time basis in exchange for eighty (80) hours of their annual holiday leave benefits set forth in Section 9.2 above. Specifically, employees may cash out up to 40 hours of holiday leave benefits in April of each calendar year and an additional 40 hours of holiday leave benefits in November of each calendar year. An employee that does not cash out holiday leave benefits in~~

~~April may cash out a maximum of 80 hours of holiday leave benefits in November. The City shall provide a separate payment in addition to the regular pay for each employee who elects to receive holiday cash compensation (cash out) during the months of April and November per calendar year.~~

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

~~9.6 A maximum of one (1) year of Holiday benefits may be carried over from one calendar year to the next. An employee terminating employment with the City may cash out accumulated, unused Holiday leave benefits not to exceed a maximum of 160 hours.~~

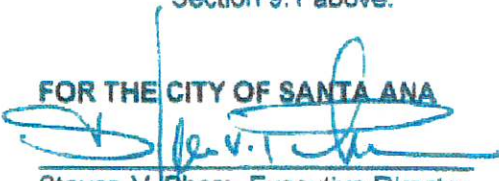
3. Effective December 1, 2020, Section 9.4 is renumbered 9.3


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

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

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

FOR THE CITY OF SANTA ANA


Steven V. Pham, Executive Director
Of Human Resources


Peter J. Brown
Labor Negotiator

Date

Date

FOR THE SANTA ANA POLICE OFFICERS ASSOCIATION


Gerry Serrano, POA President


Charles Goldwasser
Labor Negotiator

Date

Date

Kristine Ridge, City Manager
City of Santa Ana

Daisy Gomez, Clerk of the Council
City of Santa Ana