

EXHIBIT 1

MAY 05 2020

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SANTA ANA AND THE SANTA ANA  
MANAGEMENT ASSOCIATION FOR FISCAL YEARS 2019-2022**

THIS FIRST AMENDMENT to the above-referenced Memorandum of Understanding is entered into on April 21, 2020 by and between the Santa Ana Management Association, a recognized employee bargaining group ("SAMA") and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

The Santa Ana City Council approved the Memorandum of Understanding for Fiscal Years 2019-2022 between the City and SAMA on October 1, 2019. The parties inadvertently omitted a job classification category, Senior Human Resources Analyst – PTCS, which the parties had agreed to add to the list of represented classifications in the bargaining unit. The parties therefore agree to amend the following provisions of the MOU as set forth below. New language in is bold.

**Article I, 1.0 RECOGNITION**

1.1 The City hereby recognizes SAMA as the certified majority representative of the full time **and designated Part-Time Civil Service** employees in said Unit. The term "employee" or "employees" as used herein shall refer only to full-time **and designated Part-Time Civil Service** employees employed by the City in said Unit in the employee classifications comprising said Unit as listed in the attachments shown as listed "Exhibit A & B" as well as such classifications as may be added hereafter by the employee designated as the employee relations officer pursuant to Resolution No. 81-75.

**Article IV, 4.0 ATTENDANCE, WORKDAY, WORKWEEK, & WORK SCHEDULE**

Section 4.4 **PTCS designated employees shall accrue vacation, sick leave, personal necessity, holiday and any other types of leave at a rate of 75% of the monthly provided rate of the Full-Time Civil Service equivalent as designated in this MOU.**

**Article V, 5.0 SALARIES**

5.14 PTCS Salary. **Wherever reference is made to a required number of days, months or years for Full Time Civil Service employees in this Article, a rate of pay shall be computed for designated Part-Time Civil Service employees by dividing the monthly salary rate plus any**

applicable premiums by 173.33 to determine an equivalent to 75% requirement. Computations shall be made to the nearest whole cent and a computation resulting in an even one-half cent shall fix the rate at the next higher whole cent.

#### **Article VIII, 8.0 HOLIDAYS**

8.4 Holiday time off may be taken in increments of eight (8) hours by employees who work 8 hour days. Employees assigned to the 4/10 work schedule must use their holiday in ten (10) hour increments. Effective with the date of approval of this MOU by the City Council, employees assigned to a 9/80 work schedule must use their holidays in nine (9) hour increments. **Holiday time off for PTCS employees must be taken in increments equivalent to the number of hours worked per day in their work schedule.**

#### **Article IX, 9.0 VACATION**

9.2, F.4. **PTCS designated employees shall accrue vacation leave and Management Vacation at a rate of 75% of the monthly provided rate of the Full-Time Civil Service equivalent as designed in this MOU.**

#### **Article X, 10.0 OTHER LEAVES OF ABSENCE**

B. Accrual. **PTCS designated employees shall accrue sick and personal necessity leave at a rate of 75% of the monthly provided rate of the Full-Time Civil Service equivalent as designated in this MOU.**

#### **Article XI, 11.0 EMPLOYEE INSURANCE**

11.8 **PTCS employees covered under this article will receive the same benefits as the Full-Time employees covered under this MOU. City contributions to those benefits are 75% of the value provided to the Full-Time Civil Service designated employees.**

#### **Article XIV, 14.0 TRAINING & EDUCATIONAL ASSISTANCE PROGRAM**

14.3 Eligibility. Applications for tuition reimbursement shall be considered only from full-time and designated **Part-Time Civil Service** permanent City employees who have completed their probationary period.

#### **Article XV, 15.0 ELECTRONIC DEVICE STIPEND**

15.1 Electronic Device Stipend. All fulltime and **designated Part-Time Civil Service** employees covered under this MOU, whose supervisor determines are required to have a cellphone or tablet will be given the option to choose one of the following.

#### **Exhibit A, ADMINISTRATIVE MANAGEMENT JOB TITLES**

Part-Time Civil Service

Senior Human Resources Analyst – PTCS

ATTEST:

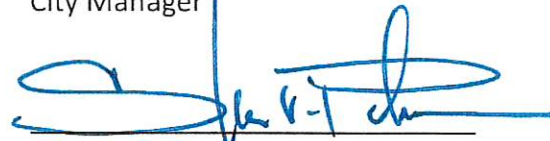
  
\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council




CITY OF SANTA ANA

  
\_\_\_\_\_  
MIGUEL PULIDO  
Mayor

  
\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

  
\_\_\_\_\_  
STEVEN V. PHAM  
Executive Director of Human Resources

APPROVED AS TO FORM

  
\_\_\_\_\_  
SONIA R. CARVALHO  
City Attorney

  
\_\_\_\_\_  
VINCE FREGOSO  
SAMA President

**EXECUTION OF THE NEW AGREEMENT**



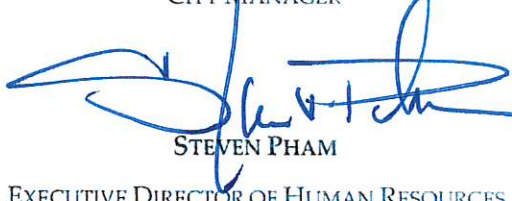
This MOU was ratified by a simple majority vote of unit employees who are in part-time civil service classifications represented by the Union.

This MOU was approved by a vote of the City Council of the City of Santa Ana.

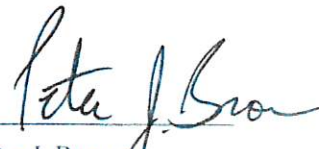
Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the parties hereto have caused this agreement to be executed this 5<sup>th</sup> day of May 2020.

**PARTIES TO THE AGREEMENT**

<i>SEIU Local 721</i> <i>Part-Time Civil Service Employees Unit</i>	<i>City of Santa Ana</i>
 WENDY A. THOMAS, CHIEF NEGOTIATOR SEIU LOCAL 721	MIGUEL A. PULIDO MAYOR
TERRI EGGERS UNIT REPRESENTATIVE	 KRISTINE RIDGE CITY MANAGER  STEVEN PHAM EXECUTIVE DIRECTOR OF HUMAN RESOURCES

ATTEST: \_\_\_\_\_  
Daisy Gomez, Clerk of the Council

APPROVED AS TO FORM:   
Peter J. Brown  
Liebert Cassidy Whitmore  
LEGAL COUNSEL FOR CITY OF SANTA ANA