

DEC 19 2023

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA ANA
AND
CONFIDENTIAL ASSOCIATION OF SANTA ANA
FOR THE TERM JULY 1, 2022 THROUGH JUNE 30, 2025**

This First Amendment to the Memorandum of Understanding (“MOU”) is entered into on December 5, 2023, 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 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; and

WHEREAS, Section 9.8(A) of the MOU provides a reopener to discuss the potential payment for employees who are required to work during the holiday closure; and

WHEREAS, the Parties have met and conferred regarding the reopener and reached an agreement; and

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

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

1. **Article 9.0; Section 9.7**, amend the language as follows:

Holiday benefits may not be carried over from one (1) calendar year to the next-, except for floating holidays earned in Section 9.8(C)(5).

2. **Article 9.0; Section 9.8(C)**, amend the language as follows:


C. Additional Days Off During a Closure

1. Employees will need to choose from the options in the subsection to cover any additional regularly scheduled work days which are not City observed holidays.
2. Employees may use any of the following accrued leaves they have available to cover any additional day(s) off which may be required by the closure:

3. Employees are not permitted to use sick leave for a holiday closure day unless they produce a physician's certification for each day reported as sick leave. This additional certification is not required for employees with approved advance sick leave usage due to FMLA/CFRA/PDL (or any other protected leave).
4. Employees shall have the option of not using paid leave for any, or all, holiday closure day(s) and taking the day(s) off as an absence without pay.
5. Employees who are required to work during the holiday closure shall receive one (1) floating holiday for each full day of work, up to a maximum of three (3) floating holidays. Any unused floating holiday(s) earned in this provision shall carry over for use by the end of the following calendar year.

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

CITY OF SANTA ANA



Thomas R. Hatch
Interim City Manager

12/18/2023
Date

ATTEST:



Jennifer L. Hall
City Clerk

12/18/2023
Date

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

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

November 20, 2023
Date

RECOMMENDED FOR APPROVAL:

Ramon Figueroa
Ramon Figueroa
Acting Executive Director
of Human Resources

12/11/23
Date

CONFIDENTIAL ASSOCIATION OF SANTA ANA

Danielle Chau
Danielle Chau
Chief Negotiator
Orange County Employees Association

12-06-2023
Date

Lorrie Ortiz
Lorrie Ortiz
CASA President

12/11/23
Date