

FIRST SIDE LETTER AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA ANA
AND
THE CONFIDENTIAL ASSOCIATION OF SANTA ANA
FOR FISCAL YEARS 2010-2012

The City of Santa Ana (City) and the Confidential Association of Santa Ana (CASA) agree that the Memorandum of Understanding between the City and CASA requires an amendment to Article XXI, Section II (A). This Side Letter is based on the parties' agreement to modify the language to the Memorandum of Understanding for Fiscal Years 2010-2012 reflective of the agreement.

21.2 Catastrophic Leave Donation. In order to assist employees otherwise granted leave of absence without pay by the City Manager because of a catastrophic, non-industrial medical condition or injury, the City and Association agree to implement a Catastrophic Leave Donation Program.

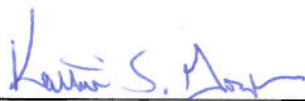
Nothing herein shall be construed to alter City policies and procedures as provided in the Charter or ordinances of the City of Santa Ana or other provisions of this Agreement with regard to granting unpaid leaves of absence.

The Catastrophic Leave benefit will be provided for non-industrial injury or sickness only. The leave shall cover the uncompensated time prior to the employee's becoming eligible for the L.T.D. benefits.

A. Guidelines. It shall be understood that all donations under this procedure are voluntary and subject to taxation for the recipient.

1. Employees may donate vacation or compensatory time or one in lieu holiday to the eligible employee. In no event shall sick leave be donated.
2. Employees shall be provided a two-week period to submit donations. Donations received after this two-week period shall not be processed. The two-week period for each case shall be designated by the Department Head or his or her designee as provided herein below.

3. All donations must be made in two (2) hour increments and a maximum of eight (8) hours per donor, except in lieu holidays must be for eight (8) hours.
4. Any authorization of donations not made in accordance with the procedures outlined in Section C, Subparagraph 2 below, will not be processed.
5. All donations shall be irrevocable.
6. In the event the recipient returns to work before leave donations have been exhausted, any balance on the books shall be accrued by the recipient and designated as sick leave and may be used pursuant to Article X, Sections 10.1A through 10.1K.
- ~~7. Donations shall be limited to employees of this bargaining unit or any other unrepresented unit.~~



Kathie S. Gonzalez
Executive Director, Personnel Services

12/21/10

Date



Anita R. Queen
President, CASA

12/16/2010

Date