

**SECOND SIDE LETTER AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND
THE SANTA ANA POLICE OFFICERS ASSOCIATION
FOR FISCAL YEARS 2004-08**

Effective upon the signing of this Side Letter, the City of Santa Ana (City) and the Santa Ana Police Officers Association (SAPOA) agree that they have met and conferred and agree to amend Article III of the Memorandum of Understanding between the City and SAPOA for Fiscal Years 2004-08. This Side Letter Agreement is based on the parties' acknowledgement that the Police Department's need to hire sworn police officers has impacted the ability to fill or increase needed non-sworn full time positions.

This amendment provides for the terms and conditions of employment for those to be employed on a part-time basis to fill the position of Forensic Specialist I with the understanding that the salary for said position will be set in accordance with the Basic Salary and Wage Schedule. This Agreement provides for up to two (2) part-time Forensic Ballistics Technician positions.

The terms and conditions of employment are as follows:

- Essential functions of the position include, but are not limited to: responsibility for complete evidentiary examination of firearms. This includes the proper receipt of evidence firearms utilizing a "chain-of-custody"; adherence to strict weapons safety guidelines, producing and maintaining firearm related documentation, photographic preparation of submitted firearms suitable for court presentation; safety analysis of individual weapons to include drop testing, push-off testing of revolvers, trigger pull analysis, disconnect examination for semi-automatic weapons; responsible for weapons test-firing which includes documentation preparation, proper ammunition selection, safe test firing, recovery of test-fired cartridge cases and bullets, evidence preparation for test-fired cartridge cases and bullets; ballistic computer entries of test-fired cartridge cases and bullets into the NIBIN/IBIS cartridge case and bullet screening system; report writing techniques and assistance in the initial screening of potential IBIS hits; record keeping and maintenance of the department weapons catalog and library, and other firearms related duties as assigned.
- For those persons so employed, the City will pay 3.75% toward a deferred compensation plan in lieu of Social Security and the employee will pay a matching amount, 3.75%;
- Each position will be guaranteed to last for a minimum of six (6) months' employment, with extensions of six (6) months possible based on the needs of the Department;
- Each employee must work at least one eight-hour day per month;
- The City will pay for PORAC Legal Defense Fund coverage for each employee during the time that they are employed (approximately \$6.00/month per employee);

Second Side Letter Amendment to SAPOA MOU 2004-08
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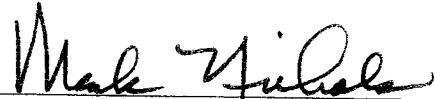
- A person employed under this Side Letter who is terminated prior to the end of the six-month period shall be entitled to appeal that termination to the Chief of Police only and shall not have access to any other appeal procedure provided to full time permanent employees;
- A person employed under this Side Letter will normally work no more than 20 hours per week and will be considered an "at will" employee;
- The parties recognize that for those employees who have retired under the provisions of the Public Employees Retirement System (PERS), the regulations of that system limit employment by a PERS agency, such as the City, to 960 hours per calendar year;
- Persons employed under this Side Letter who work in excess of ten (10) hours per day will be compensated for that time in excess of ten (10) hours at the rate of one and one-half times their regular hourly rate.

This agreement will expire June 30, 2006.



Kathie S. Romero
Employee Relations Manager
City of Santa Ana

3/8/05
Date



Mark Nichols
President, Santa Ana Police Officers
Association

3/8/05
Date