

**THIRD 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 a part-time dispatcher for a period of twelve months beginning August 1, 2005 and ending July 31, 2006 to assist in staff shortages projected for that time period. During this six-month timeframe the City and the SAPOA agree to meet and confer on the continuing desire of the City to recruit part-time dispatchers. The City's desire to use part-time dispatchers is based on operational need and intends to work with the SAPOA in demonstrating the validity of this need.

This amendment provides for the terms and conditions of employment on a part-time basis to fill the position of Police Services Dispatcher 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 one (1) part-time Police Services Dispatcher.

The terms and conditions of employment are as follows:

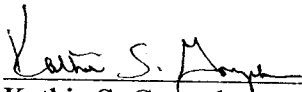
- For those persons so employed, the City will pay 3.75% toward a deferred compensation plan in lieu of Social Security and the employee will pay a matching amount, 3.75%;
- Each position will be guaranteed to last for a minimum of twelve (12) months' employment, with extensions of six (6) months possible 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);
- A person employed under this Side Letter who is terminated prior to the end of the twelve (12) 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;

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- 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 those hours regularly assigned to the Police Services Dispatcher's Standard Work Period workday or hours in excess of 40 hours per Work Period shall be compensated for that time worked in excess at the overtime rate of one and one-half times their regular hourly rate.

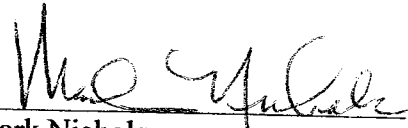
This agreement will expire July 31, 2006.



Kathie S. Gonzalez
Employee Relations Manager
City of Santa Ana

7/21/05

Date



Mark Nichols
President, Santa Ana Police Officers
Association

7/21/05

Date