

FIRST SIDE LETTER AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SANTA ANA AND  
SANTA ANA MANAGEMENT ASSOCIATION  
FOR FISCAL YEARS 2010 - 2014

The City of Santa Ana (City) and the Santa Ana Management Association (SAMA) agree that they have met and conferred and agree to amend Article V of the Memorandum of Understanding between the City and SAMA for Fiscal Years 2010 - 2014. Language being deleted is shown in strike through and new language is in **green bolded** text.

5.7 Service. The word "service" as used in this Agreement shall be deemed to mean continuous, full-time service in the classification in which the employee is being considered for salary advancement, service in ~~a the~~ higher classification or service in a classification allocated to the same salary rate range and having generally similar duties and requirements.

Notwithstanding the above, employees in classifications ~~designated as Administrative Management (AM)~~ **represented by SAMA** who are hired after the first (1<sup>st</sup>) working day of the month shall not be credited with time in service for that month when determining the length of service for salary advancement.

A lapse of service by an employee for a period of time longer than ten (10) calendar days, by reason of resignation, quit, or discharge, shall serve to eliminate the accumulated length of service time of such employee for the purpose of this Agreement, and any such employee reentering the service of the City shall be considered as a new employee, except that he or she may be reappointed as provided in Santa Ana Municipal Code (SAMC) Chapter 9-114 and may be placed in the same salary step in the appropriate salary rate range as he or she was at the time of termination of employment.

5.8 Advancement Within Ranges.

*A. SAMA Middle Management Classes: The following provisions shall govern salary advancement within rate ranges for employees employed in SAMA Middle Management classes:*

- 1) Steps "1" through "15" Advancement: For any employee in a SAMA Middle Management classification covered by this Agreement who has been initially appointed to a step lower than Step "17" "15", advancement ~~to the next higher step~~ in the SAMA Middle Management schedule of salary rate ranges may be granted only for continued meritorious and efficient service by said employee in the effective performance of the duties of his or her position. Such advancement shall be in two-step increments, each step being equivalent to approximately 2.5%, for a total annual increase of approximately 5% per year, until Step "15" is achieved. For example, an employee covered by this Agreement shall advance from Step "1" to Step "3", Step "3" to Step "5", Step "5" to Step "7", Step "7" to Step "9", Step "9" to Step "11", Step "11" to Step "13", and Step "13" to Step "15", ~~or Step 15 to Step 17 (the top step in the salary rate range)~~, respectively. ~~This two-step advancement shall be granted for continued meritorious and efficient service by said employee in the effective performance of the duties of his or her position.~~
  
- 2) Advancement to Steps "16" and "17": Any employee in a SAMA Middle Management classification covered by this Agreement, who has reached Step "15" or Step "16" in the SAMA Middle Management schedule of salary rate ranges, may advance to the next higher step in the SAMA Middle Management schedule of salary rate ranges only for continued meritorious and efficient service by said employee in the effective performance of the duties of his or her position. Such advancement shall be in one-step increments, each step being equivalent to approximately 2.5% per year until Step "17" is achieved. For example, an employee covered by this Agreement shall advance from Step "15" to Step "16", and Step "16" to Step "17", respectively.
  
- 3) Any current SAMA Middle Management employee who previously advanced through the steps of each salary rate range using his or her initial date of hire into a middle management class shall retain that date as the anniversary date for purposes of advancing through the steps of each salary rate range while in his or her current class and for any subsequent promotions to a SAMA

*Middle Management class. The effective date of such merit step increase, if granted, shall be the first (1<sup>st</sup>) day of the month following the anniversary date.*

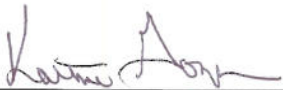
- 4) Effective January 1, 2011, any employee initially hired by the City or initially promoted to a SAMA Middle Management class shall advance through the steps of the salary rate ranges consistent with that date of hire or the date of the current promotion as the anniversary date for purposes of advancing through the steps of each salary rate range. The effective date of such merit step increase, if granted, shall be the first (1<sup>st</sup>) day of the month following the completion of one (1) year of service at the step from which said employee is being advanced.*
- ~~*5) During the term of this Agreement, a SAMA Middle Management employee who has not yet reached Step 15 of the SAMA Middle Management schedule of salary rate ranges shall continue to progress through the salary rate range at the rate of two (2) steps per year (approximately 5%), until Step 15 is achieved.*~~
- ~~*5) For the period of Fiscal Years 2010-11 and 2011-12, no SAMA Middle Management employee shall advance further than Step "15" of the salary rate range.*~~
- 6) Effective July 1, 2012, each SAMA Middle Management employee who has already reached Step "15" shall be eligible to receive a one (1) step merit salary increase (approximately 2.5%) effective ~~on his or her anniversary date in class~~ the first (1<sup>st</sup>) day of the month following his or her anniversary date. Said employee shall then be at Step "16" of ~~his or her~~ the salary rate range.*
- 7) Effective July 1, 2013, each SAMA Middle Management employee who has already reached Step "16" shall be eligible to receive a one (1) step merit salary increase (approximately 2.5%) effective ~~on his or her anniversary date in class~~ the first (1<sup>st</sup>) day of the month following his or her anniversary date. Said employee shall then be at Step "17" of ~~his or her~~ the salary rate range.*

*Such merit advancement shall require the following:*

- a) *There shall be on file in the office of the Executive Director of Personnel Services a copy of each periodic performance appraisal required to be made on the employee by the Civil Service Rules and Regulations and/or the City Manager during the period of service time of such employee subsequent to his or her last salary advancement.*
  - b) *The Appointing Authority, at least twenty (20) calendar days prior to the anticipated completion of such employee's required length of service, shall file with the City Manager a statement recommending the granting or denial of the merit increase and supporting such a recommendation with specific reasons therefore. The employee shall be notified by the Appointing Authority as to such recommendations and shall be informed of the reasons.*
  - c) *No advancement in salary shall become effective until approved by the City Manager, except when placement on a salary step above Step "1" results from promotion under the provisions of Section 5.9 (A) of this Agreement.*
  - d) *Notwithstanding the foregoing provisions of this subsection to the contrary, a merit step advance shall be automatically granted ninety (90) days after the due date if no performance appraisal is completed. The effective date of such merit step advance shall be retroactive to the first (1<sup>st</sup>) day of the month following the completion of the required length of service.*
- 8) *When an employee in a SAMA Middle Management classification has not been approved for advancement to the next higher salary step, he or she may be reconsidered for such advancement after the completion of three (3) months of additional continued service in the classification and shall be reconsidered for advancement to the next higher step above his or her then current step after the*

*completion of six (6) months of additional continued service in the classification.*

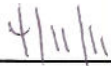
- 9) *An employee in a SAMA Middle Management classification who is being paid at any salary step above Step "1" may be reduced to the next lower step in the appropriate salary rate range upon the recommendation of the Appointing Authority and the approval of the City Manager. Procedure for such reduction shall follow the same procedure for merit advancement in Subsection 5.8 above, and such officer or employee may be considered for readvancement under the same provisions as contained in Subsection 5.8 above.*



Kathie Gonzalez  
Executive Director, Personnel Services



Russell Davis  
President, SAMA



Date



Date