

O: PERS (4)
(R. Flores)

TWO-YEAR CONTRACT EXTENSION TO
THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA ANA
AND
THE SANTA ANA FIREMEN'S BENEVOLENT ASSOCIATION
FOR FISCAL YEARS 2008-09 AND 2009-10

The City of Santa Ana (CITY) and the Santa Ana Firemen's Benevolent Association (SAFBA) have met and agreed to amend the Memorandum of Understanding (MOU) between the CITY and SAFBA for Fiscal Years 2004-05 through 2007-08 by extending this MOU for two additional years. The existing MOU provisions will remain unchanged unless addressed by this addendum. The new expiration date of the MOU will be June 30, 2010, and the MOU will be amended as follows:

AMENDED ARTICLE IV (new language in bold)

4.3 Salary Adjustments.

C. Effective July 1, 2007, the base salary of employees covered by this Agreement shall be increased by the greater of the following amounts: 1) that percentage increase necessary, rounded to the nearest half-percent (.5%), not to exceed nine (9) salary rate ranges (approximately 4.5%), to ensure that the top step level base salary of a Santa Ana Fire Captain is two percent (2%) higher than the highest top step Fire Captain in any other Orange County Fire Department, on that date; or 2) that percentage increase in an across-the-board salary adjustment provided to any other City bargaining unit during fiscal year 2007-08.

Effective July 1, 2007, Miscellaneous employees covered by this Agreement shall contribute 2% of their salary toward the 2.7% at 55 retirement benefit. To the extent permitted by CalPERS and Internal Revenue Service regulations, this 2% contribution shall be implemented through payroll deduction on a pre-tax basis.

D. Effective July 1, 2008, the base salary of employees covered by this Agreement shall be increased by eight (8) salary rate ranges (approximately 4%).

Effective July 1, 2008, Miscellaneous employees covered by this Agreement shall contribute an additional 2% of their salary (for a total of 4%) toward the 2.7% at 55 retirement benefit. To the extent permitted by CalPERS and Internal Revenue Service regulations, this additional 2% contribution shall be implemented through payroll deduction on a pre-tax basis.

- E. Effective January 1, 2009, the base salary of employees covered by this Agreement shall be increased by five (5) salary rate ranges (approximately 2.5%).
- F. Effective July 1, 2009, the base salary of employees covered by this Agreement shall be increased by eight (8) salary rate ranges (approximately 4%).

Effective July 1, 2009, Miscellaneous employees covered by this Agreement shall contribute an additional 2.3% of their salary (for a total of 6.3%) toward the 2.7% at 55 retirement benefit. To the extent permitted by CalPERS and Internal Revenue Service regulations, this additional 2.3% contribution shall be implemented through payroll deduction on a pre-tax basis.

- G. Effective January 1, 2010, the base salary of employees covered by this Agreement shall be increased by five (5) salary rate ranges (approximately 2.5%).

AMENDED ARTICLE XIV (new language in bold)

- 14.1 Health Insurance. The City shall contribute toward the payment of premiums for affected employees and their dependents under the CalPERS Health Program. Effective January 1, 2005, January 1, 2006, January 1, 2007, ~~and~~ January 1, 2008, **January 1, 2009, and January 1, 2010,** respectively, the City shall contribute toward medical premiums an amount consistent with the rates then in effect **on the dates listed above** for the "employee-only", "employee plus one", and "family" tiers, respectively, of the Kaiser California CalPERS HMO plan.

For each such employee who is covered under a spouse's non-City sponsored health plan, the City will pay the employee a cash payment each month in an amount equal to 50% of the monthly premium amount for the City's lowest "employee-only" coverage, if said employee waives, in writing, City-paid coverage.

Any contribution necessary to maintain benefits under any health insurance program provided by the City for its employees and their eligible dependents in excess of the amounts of the City contributions specified above shall be borne entirely by the employee.

~~Reopener. During the term of this Agreement, the City and Association agree to reopen this Article to solicit bids from other health insurance providers and to discuss rates.~~

- 14.2 Dental Insurance. During the term of this Agreement, the City will contribute the following amounts for each affected employee enrolled in dental insurance plans provided by the City for its bargaining unit members and their eligible dependents:

Effective 7-1-04 - 12-31-05 up to \$740 (\$70)/month per employee

Effective 1-1-06 - 12-31-0609 up to \$80/month per employee

~~Effective 1-1-07 the City and Association agree to reopen this provision of the Agreement to discuss rates.~~

Effective 1-1-10 - 6-30-10 up to \$90/month per employee

Any contribution necessary to maintain benefits under said dental plans in excess of the amount set forth above shall be borne entirely by the employee.

- 14.3 Long Term Disability (L.T.D.) Insurance. Effective January 1, 2006, the City shall contribute up to a maximum of \$35 per month per employee toward the payment of premiums for employees covered by this Agreement under existing long term disability plans provided by the Association for its members. Effective January 1, 2008, this City contribution amount shall increase to a total of \$60 per month per employee toward the payment of premiums for employees covered by this Agreement.

Any contribution necessary to maintain benefits under such long term disability insurance plan provided by the Association for its members in excess of the amount set forth above shall be borne entirely by the employee.

AMENDED ARTICLE XV (new language in bold)

- 15.1 General. The City shall continue to make contributions to the **California Public Employees Retirement System (CalPERS)** in accordance with its contract with CalPERS for employees covered by said contract.
- 15.2 Deferred Retirement. The City ~~will~~ shall continue to make payment to CalPERS on behalf of each affected employee covered by this Agreement in an amount equal to 100% of each employee's individual retirement contribution. Such payments shall be credited to the individual employee's CalPERS account.

Such payments are not increases in base salary and no salary rate range applicable to any of the employees covered by this Agreement shall be changed or deemed to have been changed by reason thereof. As a result, the City will not treat these payments as ordinary income and thus, will not withhold federal or state income tax from said payments. The City has received an opinion or ruling from the Internal Revenue Service confirming that these payments are deferred compensation, not ordinary income.

In the event that the City receives a subsequent ruling from the Internal Revenue Service that such payments are ordinary income of the employees instead of deferred compensation, the City's obligation to make such payments shall discontinue and in place thereof the base salary of each affected employee shall forthwith be increased by eighteen (18) salary rate ranges (9.0%) for "safety-member" and ~~fourteen (14) salary rate ranges (7.0%)~~ **sixteen (16) salary rate ranges (8.0%)** for all "miscellaneous-member" employees covered by this Agreement.

For the purpose of reporting an employee's compensation to CalPERS, the City shall include these payments as if they were a part of the employee's base salary.

- 15.3 2% at 55 for CalPERS "Miscellaneous" Members. CalPERS designated "miscellaneous" employees represented by the Association shall be covered by the 2% at 55 retirement benefit. Effective beginning January 1, 2009, miscellaneous employees covered by this Agreement shall be covered by the 2.7% at 55 retirement benefit, as specified in section 15.11 below.
- 15.6 Yearly Actuarial Valuation Fluctuations. CalPERS provides the City with a yearly actuarial valuation informing it of its new employer contribution rate to be in effect July 1st of each year. The City and Association agree that the City's employer contribution rate will fluctuate from year to year based on the investment returns earned by the retirement system. The City agrees that current eligible safety employees paying to receive this benefit should also benefit from this yearly fluctuation in the City's annual actuarial valuation. As such, current eligible Safety employees will contribute 50% of any yearly City employer contribution rate to a maximum of .93% during the term of this Agreement.
- A. Pre-Taxable Benefit. To the extent permitted by CalPERS and Internal Revenue Service regulations, the City shall make the above employee deduction as a pre-tax contribution.
- 15.10 Retirement Reopener. If, during the term of this Agreement, CalPERS adopts a new retirement formula or modifies an existing formula for either safety or ~~miscellaneous~~ members, the City and Association agree to reopen this provision of the Agreement. Additionally, the City and Association agree to discuss the feasibility of and costs associated with converting civilian paramedic service time from a 2% at 55 formula to 3% at 50 formula.
- 15.11 2.7% at 55 Service Retirement Benefit for Miscellaneous Members. The City agrees to amend its retirement contract with CalPERS to provide Miscellaneous employees covered by this Agreement with the 2.7% at 55 Service Retirement benefit to be effective January 1, 2009. Pursuant to CalPERS regulations, this new formula will apply to all miscellaneous members covered by this Agreement that are in active status on the date this amendment takes effect. This new formula will apply to each year of eligible service credited with the City of Santa Ana.

Payment of New 2.7% at 55 Service Retirement Benefit. Miscellaneous employees covered by this Agreement agree to pay 6.3% of CalPERS reportable compensation toward the cost of the 2.7% at 55 enhanced retirement formula in the following manner:

1. Effective July 1, 2007, the City shall deduct from each miscellaneous employee covered by this Agreement two percent (2%) of CalPERS reportable compensation to pay toward the cost of the new enhanced retirement formula.
2. Effective July 1, 2008, the City shall deduct from each miscellaneous employee covered by this Agreement an additional two percent (2%) of CalPERS reportable compensation (4% total) to pay toward the cost of the new enhanced retirement formula.
3. Effective July 1, 2009, the City shall deduct from each miscellaneous employee covered by this Agreement an additional two point three percent (2.3%) of CalPERS reportable compensation (6.3% total) to pay toward the cost of the new enhanced retirement formula.

Pre-Taxable Benefit. To the extent permitted by CalPERS and Internal Revenue Service regulations, the City shall make the above employee deductions pre-tax contributions.

AMENDED ARTICLE XXVI

Article 26 - Term of Agreement

- 26.1 The term of this Agreement shall be from July 1, 2004 through June 30, 200810.

ARTICLE XXVII

27.0 RATIFICATION AND EXECUTION


27.1 The City and Association have reached an understanding as to certain recommendations to be made to the City Council for the City of Santa Ana and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Association acknowledge that this Agreement shall not be in full force and effect until ratified by the membership of the Association and adopted by the City Council of the City of Santa Ana. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and Association and entered into this 4th 5th day of ~~October~~ February 200407.

CITY OF SANTA ANA, a
Municipal Corporation of the
State of California

Dated: _____

By: 
MAYOR

Dated: _____

By: 
CITY MANAGER

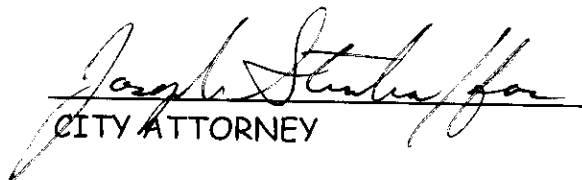
Dated: 2/7/07

By: 
ASSISTANT DIRECTOR
PERSONNEL SERVICES

ATTEST:


CLERK OF THE COUNCIL

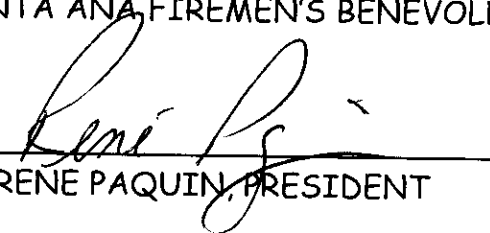
APPROVED AS TO FORM:


CITY ATTORNEY

This Agreement has been ratified by the membership of the Santa Ana Firemen's Benevolent Association.

Dated: 2/28/07

SANTA ANA FIREMEN'S BENEVOLENT ASSOCIATION

By: 

RENE PAQUIN, PRESIDENT

3/14/2007

JOB TITLE	7/1/2007 RANGE NO.	7/1/2008 RANGE NO.	1/1/2009 RANGE NO.	7/1/2009 RANGE NO.	1/1/2010 RANGE NO.
FIRE CAPTAIN	695	703	708	716	721
FIRE ENGINEER	664	672	677	685	690
FIREFIGHTER	644	652	657	665	670
FIREFIGHTER (PROBATIONARY)	591	599	604	612	617
FIRE ALARM AND MAINTENANCE LEADER	633	641	646	654	659
FIRE ALARM AND MAINTENANCE TECHNICIAN	613	621	626	634	639
FIRE COMMUNICATIONS SUPERVISOR	652	660	665	673	678
FIRE EDUCATION SPECIALIST I	599	607	612	620	625
FIRE EDUCATION SPECIALIST II	619	627	632	640	645
FIRE SAFETY ANALYST	660	668	673	681	686
FIRE SAFETY ASSISTANT	569	577	582	590	595
FIRE SAFETY SPECIALIST I	599	607	612	620	625
FIRE SAFETY SPECIALIST II	619	627	632	640	645
FIRE SAFETY SPECIALIST III	639	647	652	660	665
FIRE SERVICES DISPATCHER	624	632	637	645	650
FIRE TRAINING COORDINATOR	654	662	667	675	680
PARAMEDIC	624	632	637	645	650

FBA
EXHIBIT A

BASIC SALARY AND WAGE SCHEDULE

The City's Basic Salary and Wage Schedule provides for a number of ranges of pay rates (salary rate ranges), each comprised of five or six steps or rates. The salary rate ranges are identified by a three-digit number and the steps by the letters AA, and A to E inclusive. For FBA, the purpose of each step and the length of service required for advancement within the rate range are summarized as follows:

PURPOSE:

- AA Step - Normal beginning pay rate for non-sworn (CalPERS Miscellaneous) classifications.
- A Step - Normal beginning pay rate for sworn (CalPERS Safety) classifications.
Automatic Increase for non-sworn (CalPERS Miscellaneous) classifications.
- B Step - Automatic Increase. Also optional hiring rate.
- C Step - Automatic Increase. May also be maximum hiring rate for certain classes.
- D Step - Automatic Increase. Maximum hiring rate.
- E Step - Merit Rate.

REQUIRED LENGTH OF SERVICE:

- AA to A - After 6 months' completed service in the next lower step.
- A to B - After one year's completed service for non-sworn (CalPERS Miscellaneous) and 6 months' completed service for sworn (CalPERS Safety) classifications.
- B to C - After one year's completed service.
- C to D - After one year's completed service.
- D to E - After 18 months' completed service.

In the following salary schedule matrix, each salary range is identified by a three-digit number. The first two digits are listed in the first vertical column on the left and the third digit is listed horizontally across the top and identifies the appropriate column. This three-digit range number locates the "AA" and "A" Step of the range, depending upon if the classification has been assigned 5 or 6 steps. Steps "A" (if applicable), "B," "C," "D," and "E" are found in the column directly below "AA" or "A" Step. For example, for a sworn (CalPERS Safety) classification assigned to a five step range, "A" Step of Range No. 401 is found to be \$1476 by moving down the left column (Range No.) to the number 40 (the first two digits of the Range No.), then horizontally to column 1 (the third digit of the Range No.). The "A" Step of \$1476 has the remaining steps shown directly beneath it; thus the full, five step range is 1476-1549-1627-1708-1793. In the same manner, for a non-sworn (CalPERS Miscellaneous) classification assigned to a six step range, Range No. 455 is found to be 1921-2017-2118-2223-2334-2451.

SALARY SCHEDULE MATRIX

	0	1	2	3	4	5	6	7	8	9
40	1469	1476	1483	1491	1498	1506	1513	1521	1528	1536
41	1542	1549	1557	1565	1573	1580	1588	1596	1604	1612
42	1619	1627	1635	1643	1651	1659	1668	1676	1684	1693
43	1700	1708	1717	1725	1734	1742	1751	1760	1769	1778
44	1785	1793	1802	1811	1820	1830	1839	1848	1857	1866
45	1874	1883	1892	1902	1911	1921	1930	1940	1950	1960
46	1968	1977	1987	1997	2007	2017	2027	2037	2048	2058
47	2066	2076	2086	2097	2107	2118	2128	2139	2150	2160

48	2169	2179	2190	2201	2212	2223	2234	2246	2257	2268
49	2277	2288	2299	2311	2322	2334	2346	2357	2369	2381
50	2391	2402	2414	2427	2439	2451	2463	2475	2488	2500
51	2511	2523	2536	2548	2561	2574	2587	2600	2613	2626
52	2637	2650	2663	2676	2690	2703	2717	2730	2744	2758
53	2769	2782	2796	2810	2824	2838	2853	2867	2881	2896
54	2907	2921	2936	2950	2965	2980	2995	3010	3025	3040
55	3052	3067	3082	3098	3113	3129	3144	3160	3176	3192
56	3205	3221	3237	3253	3269	3285	3302	3318	3335	3352
57	3365	3381	3398	3415	3432	3449	3467	3484	3501	3519
58	3533	3550	3568	3586	3604	3622	3640	3658	3676	3695
59	3710	3728	3747	3765	3784	3803	3822	3841	3861	3880
60	3896	3915	3935	3954	3974	3994	4014	4034	4054	4074
61	4091	4111	4132	4152	4173	4194	4215	4236	4257	4278
62	4296	4317	4339	4360	4382	4404	4426	4448	4470	4493
63	4511	4533	4556	4579	4601	4624	4648	4671	4694	4718
64	4741	4764	4787	4810	4834	4858	4882	4906	4930	4954
65	4978	5002	5026	5051	5076	5101	5126	5151	5176	5201
66	5226	5252	5278	5304	5330	5356	5382	5408	5434	5461
67	5488	5515	5542	5569	5596	5623	5650	5678	5706	5734
68	5762	5790	5818	5847	5876	5905	5934	5963	5992	6021
69	6050	6080	6110	6140	6170	6200	6230	6260	6291	6322
70	6353	6384	6415	6446	6478	6510	6542	6574	6606	6638
71	6670	6702	6735	6768	6801	6835	6869	6903	6937	6971
72	7005	7039	7073	7107	7141	7176	7211	7247	7283	7319
73	7355	7391	7427	7463	7499	7535	7571	7609	7647	7685
74	7723	7761	7799	7837	7875	7913	7951	7989	8029	8069
75	8109	8149	8189	8229	8269	8309	8349	8389	8431	8473
76	8515	8557	8599	8641	8683	8725	8767	8809	8853	8897
77	8941	8985	9029	9073	9117	9161	9205	9250	9296	9342
78	9388	9434	9482	9529	9577	9625	9673	9721	9770	9819
79	9857	9906	9955	10005	10055	10105	10156	10207	10258	10309
80	10350	10401	10453	10506	10558	10611	10664	10717	10771	10825
81	10868	10922	10976	11031	11086	11142	11198	11254	11310	11366
82	11411	11468	11525	11583	11640	11699	11757	11816	11875	11934
83	11982	12041	12102	12162	12223	12284	12345	12407	12469	12532
84	12581	12643	12707	12770	12834	12898	12963	13027	13093	13158