

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 2010-11
AND 2011-12

The City of Santa Ana (City) and the Santa Ana Firemen's Benevolent Association (SAFBA) have met and agreed to amend the previously amended 2004-10 Memorandum of Understanding (MOU) between the CITY and SAFBA, by extending this amended MOU for two (2) additional years. The existing MOU provisions shall remain unchanged unless addressed by this contract extension. The new expiration date of the MOU shall be June 30, 2012, and the MOU shall be amended as follows:

AMENDED ARTICLE IV (new language in bold)

4.3 Salary Adjustments

~~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%).~~

F. Effective July 1, 2009, there shall be no salary increase for employees covered by this Agreement.

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 the employees covered by this Agreement shall be increased by five (5) salary rate ranges (approximately 2.5%).~~

G. Effective January 1, 2010, there shall be no salary increase for employees covered by this Agreement.

H. Effective July 1, 2010, the base salary of employees covered by this Agreement shall be increased by eight (8) salary rate ranges (approximately 4%).

I. Effective January 1, 2011, the base salary of employees covered by this agreement shall be increased by five (5) salary rate ranges (approximately 2.5%).

J. Effective July 1, 2011, there shall be no salary increase for employees covered by this Agreement.

K. Effective January 1, 2012, there shall be no salary increase for employees covered by this Agreement.

L. Should any other bargaining unit, receive a salary or benefit increase of greater value than that set forth in "H" and "I" hereof during the term of this Agreement, the SAFBA shall be granted that salary or benefit equivalent value as well.

AMENDED ARTICLE IX (new language in bold)

9.5 Compensation for Overtime - Fire Suppression Personnel Assigned to the 24- Hour Duty Work Schedule.

A. Overtime Duty: Emergency or Scheduled. Fire Suppression personnel who are required to remain on active duty or volunteer to work overtime following the scheduled termination of his or her tour of duty will be paid overtime at the rate of one and one-half times his or her regular hourly rate for all such time worked in excess of his or her regularly scheduled workday or work schedule.

1. The regular hourly rate of pay will be computed by dividing the employee's regular monthly base rate of pay, plus pay additives, by 243.

~~2. Except as hereinafter provided, the preferable method by which overtime work shall be compensated is by monetary payment. However, should the Fire Chief determine that the best interest of the City will be served thereby, the Fire Chief or the Fire Chief's designee may permit an employee to be compensated for the eligible overtime work by taking paid compensatory time off for a period equal in duration to one and one-half times the overtime worked. Compensatory time off shall be taken at the discretion of the employee subject to the operational needs and staffing requirements of the Department. Such time off with pay to compensate for overtime worked may be accumulated to a maximum of 72 hours.~~

A suppression employee shall have two options for compensation for overtime work:

- A. **Monetary Payment** - The employee may receive cash overtime pay at one and one-half times his or her regular hourly rate for all such time worked in excess of his or her regularly scheduled workday or work schedule.
- B. **Compensatory Time** - The employee may receive time off with pay at a rate of one and one-half hours for every hour of overtime worked. Compensatory time may be accumulated to a maximum of 144 hours. Compensatory time may be used in any hourly increment. Compensatory time off shall be taken at the discretion of the employee subject to the operational needs and staffing requirements of the Department.

The SAFBA agrees that the first 24-hour overtime shift worked by every suppression employee in Fiscal Year 2009-10 shall be taken as compensatory time and placed into their Compensatory Time Bank.

The parties hereto further agree that the City shall not be required to backfill for employees taking compensatory time off, for a period of two years, ending July 1, 2011. During that period, the SAFBA agrees to allow the Department to utilize step-up (move-up) for any staffing issues created by members' use of compensatory time.

The parties agree that these modifications to Section 9.5 satisfy the entire furlough equivalency burden to the SAFBA for the term of this Agreement.

AMENDED ARTICLE X (new language in bold)

- 10.3 **Cash Option** - All ~~members~~ **employees** covered by this Agreement shall be given an option, twice per calendar year, concurrent with the longevity vacation cash out option, to receive cash compensation on a straight time basis in lieu of all or part of their holiday leave benefits set forth in section 10.2 above.

Such option may be eliminated or modified at the discretion of the Fire Department or to the extent it is construed as overtime under Department of Labor guidelines implementing provisions of the Fair Labor Standards Act (FLSA).

Effective July 1, 2009, all employees covered by this Agreement shall defer for the duration of Fiscal Year 2009-10 the employee's ability to cash out holiday leave time. The ability to cash out holiday leave time shall be re-instated July 1, 2010. Such deferral shall not affect an employee's ability to be compensated for the accumulated holiday leave time upon separation from employment with the City, not to exceed a maximum of 216 hours.

10.5 A maximum of one (1) year of accrued Holiday leave time hours benefits may not be carried over from one calendar year to the next.

Effective July 1, 2010, employees choosing to cash out their holiday time may do so to a maximum value of 1.33 x 108 hours, or 144 hours per year. Such limit on yearly cash-out shall not affect an employee's ability to be compensated for the accumulated holiday leave time upon separation from employment with the City, not to exceed a maximum of 216 hours.

AMENDED ARTICLE XI (new language in bold)

11.2 Regular Vacation Period

E. Computation of Regular Vacation

2. No employee may carry over from one calendar year to the next more than the equivalent of ~~two~~ **three (3)** regular vacation periods and ~~two~~ **three (3)** longevity vacation periods from the previous two years, and vacation not taken beyond that amount is forfeited. A regular vacation period is defined as the maximum amount of vacation earned in a calendar year as provided in Subsection A above.

3. The time at which an employee shall take his or her vacation shall be determined by seniority within rank, with due regard for the needs of the Department.

4. For the term of this Agreement, the policy requiring minimum mandatory annual pre-selected vacations as set forth in the Manual of Operations (M.O.O.) shall be suspended. For the term of this Agreement, annual pre-selected vacation will be voluntary and a M.O.O. policy shall be drafted to reflect this change. Additionally, all employees shall be given the option to cancel and bank their unused Calendar Year 2009 pre-selected vacations (subject to maximum vacation accrual limitations).

11.3 Longevity Vacation.

D. All ~~members~~ **employees** covered by this Agreement shall be given an option, twice per calendar year, concurrent with the holiday cash out option, to receive cash compensation on a straight time basis in lieu of all or part of their longevity vacation leave benefits set forth in Subsection A above.

Such option may be eliminated or modified at the discretion of the Fire Department or to the extent it is construed as overtime under Department of Labor guidelines implementing provisions of the Fair Labor Standards Act (FLSA).

Effective July 1, 2009, all employees covered by this Agreement shall defer for the duration of Fiscal Year 2009-10 an employee's ability to cash out longevity vacation leave time. The ability to cash out longevity vacation leave time shall be re-instated July 1, 2010. This deferral shall not affect an employee's ability to be compensated for the accumulated longevity vacation leave time upon separation from employment with the City.

Effective July 1, 2010, employees choosing to cash out their longevity vacation may do so to a maximum value of 1.33 x 120 hours or 160 hours per year. This cap on annual cash-out of longevity vacation shall not affect an employee's ability to be compensated for accumulated longevity vacation leave time upon separation from employment with the City.

AMENDED ARTICLE XIV (new language in bold)

14.6 Retiree Health Insurance. Effective October 1, 2004, the City shall contribute an amount equal to one percent (1%) of the bargaining unit's current salary base, including assignment pays, to a fund, for the purpose of providing retiree health insurance premium reduction assistance. Effective October 1, 2005 and October 1, 2006, respectively, the City shall contribute one and three quarter percent (1.75%) of the bargaining unit's salary base, including assignment pays to the fund. This program is for premium reduction only and is provided for bargaining unit employees retiring after July 1, 1989. Effective July 1, 2007, the City and Association agree to reopen this provision of the Agreement to discuss the status of this fund.

The SAFBA agrees to defer the City's annual FBA Retiree Health Insurance Fund (Fund 84) October 2009 deposit to a date no later than March 31, 2010. Interest shall continue to accrue during this deferral period as stipulated by the Fund 84 Policy.

The Association agrees to a loan of \$700,000 from Fund 84 (FBA Retiree Health Insurance Fund) to Fund 11 (General Fund), effective November 1, 1996. The loan is to be for an indefinite term at an annual interest rate of 5.65%, and will be repaid when necessary, based on the fiscal condition of the FBA Retiree Health Insurance Fund. The City shall provide the Association an annual report on the status of Fund 84 and the status of the loan from Fund 84.

The City and Association agree to form a joint labor-management committee for the purpose of formulating a plan by which the Association will take over the administration of this fund during the term of this Agreement. Once the Association accepts responsibility for the administration of the plan, the FBA will provide an independent actuarial valuation to the City on an annual basis.

AMENDED ARTICLE XXVI

26.1 The term of this Agreement shall be from July 1, 2004 to June 30, 2008~~12~~.


ARTICLE XXVII

27.0 RATIFICATION AND EXECUTION

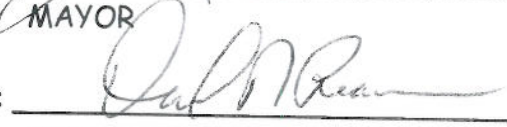
27.1 The City and Association have reached an understanding as to certain recommendations to be made to the City Council for the City of Santa Ana and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained 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 29th day of June 2009.

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

Dated: 6/30/09

By: 
MAYOR

Dated: 6-30-09

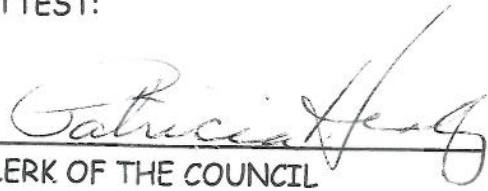
By: 
CITY MANAGER

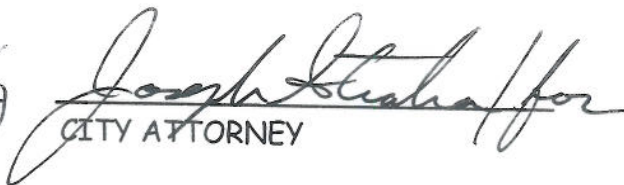
Dated: 6/23/09

By: 
ACTING EXECUTIVE DIRECTOR
PERSONNEL SERVICES

ATTEST:

APPROVED AS TO FORM:


CLERK OF THE COUNCIL


CITY ATTORNEY

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

Dated: 6/23/09

SANTA ANA FIREMEN'S BENEVOLENT ASSOCIATION

By: 
MARK EIDE, PRESIDENT