

FOUR-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
through 2013-14

The City of Santa Ana (City) and the Santa Ana Firemen's Benevolent Association (SAFBA) have met and agreed to extend the 2004-10 Memorandum of Understanding (MOU) between the CITY and SAFBA for four (4) additional years. The initial MOU provisions, and the provisions outlined in the two-year Contract Extension for Fiscal Years 2008-09 and 2009-10, shall remain unchanged and in effect unless modified by this Contract Extension. The new expiration date of the MOU shall be June 30, 2014, and the MOU shall be amended as follows:

AMENDED ARTICLE IV (new language in bold *italics*)

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 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%).~~

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

~~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%).~~

RT

C: Lorigs - Personnel
K. Gonzalez - SEP 22 2010

- I. *Effective January 1, 2011, there shall be no salary increase for employees covered by this Agreement.*
- 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.*~~
- K. *Effective January 1, 2012, the base salary of employees covered by this Agreement shall be increased by five (5) salary rate ranges (approximately 2.5%).*
- L. *Effective July 1, 2012, there shall be no salary increase for employees covered by this Agreement.*
- M. *Effective January 1, 2013, the base salary of employees covered by this Agreement shall be increased by eight (8) salary rate ranges (approximately 4%).*
- N. *Effective FY2013-14, there shall be no salary increase for employees covered by this Agreement.*
- O. *Should any other bargaining unit receive a salary or benefit increase that is of greater value than the combined value of that set forth in "H" and "I" "K" and "M" hereof during the term of this Agreement, the SAFBA shall be granted that salary or benefit equivalent as well the value of that additional salary or benefit.*

AMENDED ARTICLE IX (new language in bold *italics*)

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

- A. Overtime Duty: Emergency or Scheduled. *A Fire Suppression personnel employee who are is required to remain on active duty or who volunteers 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 of pay 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, *provided it does not unduly disrupt the operations of the Fire Department. The requirement to backfill on overtime shall not unduly disrupt the operations of the Fire Department.* ~~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 Years 2009-10, 2010-11, 2011-12, 2012-13, and 2013-14 shall be taken as compensatory time and placed into their employees' Compensatory Time Banks. *Should any employee exceed the maximum 144 hours allowed in the compensatory time bank, that time shall be paid in cash as overtime.*

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~~ *four (4)* years, ending July 1, ~~2011~~ 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.~~

C. Staffing Levels.

1. ~~During the term of this Agreement,~~ The minimum daily staffing level (without Battalion Chiefs) for Suppression and EMS shall be as follows:
 - ~~July 1, 2004 through June 30, 2006: 64 personnel~~
 - ~~July 1, 2006 through June 30 2007: 65 personnel~~
 - ~~July 1, 2007 through June 30, 2008: 66 personnel~~
 - *July 1, 2010 through June 30, 2012: 63 personnel*
(reduction of one Captain, one Engineer and one Firefighter per shift)

- *After July 1, 2012: 64 personnel (Whether the additional position is of the Firefighter, Engineer, or Captain rank shall be determined mutually by the parties).*

The hiring practice will be to hire Firefighters as follows:

- ~~July 1, 2004 through June 30, 2006: When the staffing level reaches 192 permanent employees assigned to Suppression, the City will then hire to a staffing level of 198 permanent employees assigned to Suppression.~~
- ~~July 1, 2006 through June 30, 2007: When the staffing level reaches 195 permanent employees assigned to Suppression, the City will then hire to a staffing level of 201 permanent employees assigned to Suppression.~~
- ~~July 1, 2007 through June 30, 2008: When the staffing level reaches 198 permanent employees assigned to Suppression, the City will then hire to a staffing level of 204 permanent employees assigned to Suppression.~~
- *July 1, 2010 through June 30, 2012: When the staffing level If, during the term of this Agreement, the number of permanent employees assigned to Fire Suppression in ranks represented by the SAFBA drops to reaches 189 or less permanent employees assigned to Suppression, the City will may then hire additional employees, provided, however, that the maximum number of to a staffing level of 195 permanent employees assigned to Suppression in ranks represented by the SAFBA shall, in no event, exceed 195.*
- *After July 1, 2012: When the staffing level reaches 192 permanent employees assigned to Suppression, the City will then hire to a staffing level of 198 permanent employees assigned to Suppression. If, during the term of this Agreement, the number of permanent employees assigned to Fire Suppression in ranks represented by the SAFBA drops to 192 or less, the City may then hire additional employees, provided, however, that the maximum number of permanent employees assigned to Suppression in ranks represented by the SAFBA shall in no event exceed 198.*

In the event there is a change in the deployment of apparatus, the City will increase staffing levels to support this deployment.

For purposes of this Agreement, the City agrees to maintain the following deployment levels on duty daily:

- *July 1, 2010 through June 30, 2012: 14 Captains, 14 Engineers, 35 Firefighters or Firefighter/Paramedics, and 6 Staff Captains.*
- *After July 1, 2012: 14 Captains, 14 Engineers, 35 Firefighters or Firefighter/Paramedics, 6 Staff Captains, plus one additional position to be determined mutually by the parties (see "C" above).*

2. If, due to budget overruns or revenue shortfalls budget appropriations are insufficient to fund the minimum staffing level during the term of this Agreement,

then this provision of the Agreement is subject to being reopened for negotiation. *Between July 1, 2010 and June 30, 2014, any change shall be by mutual agreement of the City and FBA.*

3. *Effective July 1, 2010 through June 30, 2014: The parties agree that the City shall not be required to "backfill" for up to one employee per platoon to attend Paramedic School.*

AMENDED ARTICLE X (new language in bold *italics*)

- 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. During the term of this Agreement, 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 of 144 hours~~ per year. During the term of this Agreement, 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 *italics*)

11.2 Regular Vacation Period

E. Computation of Regular Vacation

2. *During the term of this Agreement, 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 11.2A 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. 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 Years 2009-10, 2010-11 and 2011-12 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, 2012. 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~~ of 160 hours per year. This cap on annual cash-out of longevity vacation shall not affect an employee's ability to be compensated for *all* accumulated longevity vacation leave time upon separation from employment with the City.

AMENDED ARTICLE XIV (new language in bold *italics*)

- 14.6 Retiree Health Insurance. ~~Effective October 1, 2004, †The City shall contribute each October 1 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: a fund for the purpose of providing premium reduction assistance. 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 shall be entitled to inspect/audit the financial affairs and status of the 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. *As of July 1, 2010, the parties acknowledge that the entire \$700,000 loan is outstanding.*

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 XV - (new language in bold *italics*)

15.5 Payment of 3% at 50 Service Retirement Benefit. ~~The actual cost for the benefit shall be determined upon receipt of the annual actuarial valuation setting forth employer rates for the 2001-02 fiscal year and every subsequent year thereafter. In order to provide this benefit to its current safety members employees, †~~ *The City and Association agree that eligible employees will pay 50% of the total additional normal cost to provide this benefit, not to exceed .93% of safety payroll the City's employer contribution. Effective January 1, 2011, this employee contribution shall be increased to 1.43%.*

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 this 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. Should the City employer contribution rate meet or exceed 25% during the term of this Agreement, the City and Association agree to a reopener of this section, but there shall be no changes without the mutual written agreement of the parties.~~

AMENDED ARTICLE XXVI (new language in bold italics)

26.1 The term of this Agreement shall be from *July 1, 2010 through June 30, 2014.*

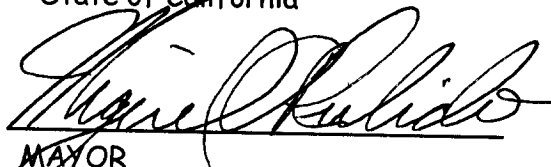
ARTICLE XXVII

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** ~~20th~~ day of ~~June~~ **September** 2010.

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

Dated: SEP 22 2010

By: 
MAYOR

Dated: SEP 22 2010

By: 
CITY MANAGER

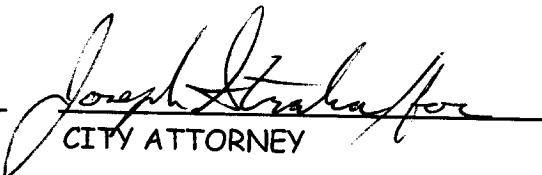
Dated: 9/14/10

By: 
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: 09-14-10

SANTA ANA FIREMEN'S BENEVOLENT ASSOCIATION

By: 
MARK EIDE, PRESIDENT

JOB TITLE	7/1/2010	7/1/2011	1/1/2012	1/1/2013	7/1/2013
	RANGE NO.	RANGE NO.	RANGE NO.	RANGE NO.	RANGE NO.
FIRE CAPTAIN	708	708	713	721	721
FIRE ENGINEER	677	677	682	690	690
FIREFIGHTER	657	657	662	670	670
FIREFIGHTER (PROBATIONARY)	604	604	609	617	617
FIRE ALARM AND MAINTENANCE LEADER	646	646	651	659	659
FIRE ALARM AND MAINTENANCE TECHNICIAN	626	626	631	639	639
FIRE COMMUNICATIONS SUPERVISOR	665	665	670	678	678
FIRE EDUCATION SPECIALIST I	612	612	617	625	625
FIRE EDUCATION SPECIALIST II	632	632	637	645	645
FIRE SAFETY ANALYST	673	673	678	686	686
FIRE SAFETY ASSISTANT	582	582	587	595	595
FIRE SAFETY SPECIALIST I	612	612	617	625	625
FIRE SAFETY SPECIALIST II	632	632	637	645	645
FIRE SAFETY SPECIALIST III	652	652	657	665	665
FIRE SERVICES DISPATCHER	637	637	642	650	650
FIRE TRAINING COORDINATOR	667	667	672	680	680
PARAMEDIC	637	637	642	650	650

SALARY SCHEDULE MATRIX

	0	1	2	3	4	5	6	7	8	9
38	1332	1338	1345	1352	1358	1365	1372	1379	1386	1393
39	1399	1405	1413	1420	1427	1434	1441	1448	1455	1463
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
85	13210	13275	13342	13409	13476	13543	13611	13678	13748	13816
86	13871	13939	14009	14079	14150	14220	14292	14362	14435	14507
87	14565	14636	14709	14783	14858	14931	15007	15080	15157	15232
88	15293	15368	15444	15522	15601	15678	15757	15834	15915	15994