

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF SANTA ANA

AND

THE SANTA ANA FIRE MANAGEMENT ASSOCIATION

FOR THE PERIOD JULY 1, 2004 THROUGH JUNE 30, 2008

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ARTICLE I

1.0 RECOGNITION

- 1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et. seq., the City of Santa Ana (hereinafter called the "City") has recognized the Santa Ana Fire Management Association (hereinafter called the "Association") as the recognized representative of the bargaining unit which includes Fire Department employees in the classifications of Deputy Fire Chief, Fire Battalion Chief, Fire Marshal, and Fire Communications Manager.

ARTICLE II

2.0 NON-DISCRIMINATION CLAUSE

- 2.1 The City and the Association agree that they shall not discriminate against any employee in violation of State or Federal. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- 2.2 Whenever reference is made to the masculine gender, it shall be understood to include the feminine gender, unless expressly stated otherwise.

ARTICLE III

3.0 ATTENDANCE, WORKDAY, WORKWEEK AND WORK SCHEDULE

- 3.1 Attendance. Employees covered by this Agreement shall be in attendance at their work during hours prescribed by the Fire Chief or his or her designee(s) and shall not absent themselves during prescribed hours without approval of the Fire Chief or his or her designee(s).
- 3.2 Workday. Eight (8) hours of work shall constitute a minimum workday for affected employees assigned to a forty (40) hour workweek schedule. Any member assigned to an eight-hour day, 40-hour week schedule may be allowed to work an alternative workweek schedule, which could include a A4-10" or A9-80" forty (40) hour workweek schedule. Twelve (12) hours of work shall constitute a minimum workday for those assigned to the twenty-four (24) hour tour of duty schedule. The Fire Chief shall determine the number of hours of work that will constitute a minimum workday for affected employees assigned to workweek schedules different from the usual forty (40) hour or fifty-six (56) hour (average) schedules.
- 3.3 Minimum Workweek. The minimum workweek for affected employees shall consist of forty (40) hours of work; provided, however, for those employees assigned to the twenty-four (24) hour tour of duty schedule the minimum workweek shall average fifty-six (56) hours based on the department's standard workweek schedule for fire suppression and rescue personnel.
- 3.4 Special Workweek Schedules. If the Fire Chief determines that, in the best interests of the City, a more flexible workweek schedule is desirable, and the City Manager concurs, the Fire Chief may prepare rules and procedures for implementing a workweek schedule or schedules different from the usual forty (40) hour or fifty-six (56) hour schedule. Prior to implementing such a schedule or schedules, the City shall meet and confer with the Association regarding the impact of the rules, procedures and schedules on members of the Association.

ARTICLE IV

4.0 SALARIES

4.1 Basic Compensation Plan. There is hereby established a basic compensation plan for all members of the Santa Ana Fire Management Association who are now employed or will in the future be employed in any of the designated classifications of employment listed in this Agreement and its attachments.

This plan includes two groups of classification titles, Fire Management Group A (the sworn CalPERS ASafety@ class of Deputy Fire Chief and the non-sworn CalPERS AMiscellaneous@ class of Fire Marshal*) and Fire Management Group B (the sworn CalPERS ASafety@ class of Fire Battalion Chief and the non-sworn CalPERS AMiscellaneous@ class of Fire Communications Manager).

* The current incumbent is designated as Asafety@ for retirement purposes.

4.2 Schedules of Salaries.

A. Two separate schedules of salary rate ranges, one for classes of employment designated as represented Fire Management Group A (Deputy Fire Chief and Fire Marshal), and one for classes of employment designated as represented Fire Management Group B (Fire Battalion Chief and Fire Communications Manager) are attached hereto in matrix format and made a part hereof as though set forth in full herein. The schedules for represented Fire Management Group A classes and represented Fire Management Group B classes are listed as follows:

<u>Category of Employment</u>	<u>Salary Schedule No.</u>
Fire Management Group A (Classes allocated to 15 step salary rate ranges)	FMA Group A-1 FMA Group A-2
Fire Management Group B (Classes allocated to 5 step salary rate ranges)	FMA Group B

- B. Except for the AFire Management Group B@ salary schedule described below, the basic salary schedule for AFire Management Group A@ (titled AFMA Group A1 and A-2", respectively) contains numerous salary rate ranges, each range comprised of fifteen (15) separate rates of pay shown in monthly amounts. The respective rate ranges are identified by a two-digit number preceded by the capital letters AFM" or "FMFM", respectively. The separate rates of pay or steps within each salary rate range are identified by the numbers A1@ through A15@ inclusive, with Step A1@ being the lowest or minimum rate of the range, Step A8@ the middle or midpoint rate of the range, and Step A15@ being the highest or maximum rate. The purpose of each step and criteria for advancement are set forth in Subsection 4.7(A) below.
- C. The basic salary schedule for AFire Management Group B@ (titled AFMA Group B@) contains numerous salary rate ranges, designated by the letter AM@ and a three-digit rate range number. These rate ranges are comprised of five (5) steps or rates of pay shown in monthly amounts, identified by the letters AA@ through AE@ inclusive, with Step AA@ being the lowest step in the range. The purpose of each step and criteria for advancement to the next higher step within a particular salary rate range are set forth in Salary Schedule No. FMA Group B (attached) and in Subsection 4.7(B) below.

4.3 Salaries.

- A. The base salaries of employees covered by this Agreement shall be adjusted as follows:

Effective July 1, 2004 through June 30, 2005 and July 1, 2005 through June 30, 2006, respectively, there shall be no salary increases for employees covered by this Agreement. If, however, any other City bargaining unit receives an across-the-board salary increase during the fiscal years defined above, employees covered by this Agreement shall receive the highest amount provided to any City bargaining unit.

Effective July 1, 2006, the base salary of employees covered by this Agreement shall be increased by the

greater of the following amounts: 1) that percentage increase, rounded to the nearest half-percent (.5%), not to exceed approximately 4.5%, consistent with the amount received by members of the Santa Ana Firemen's Benevolent Association; or 2) that percentage increase in an across-the-board salary adjustment provided to any other City bargaining unit for fiscal year 2006-07.

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, rounded to the nearest half-percent (.5%), not to exceed approximately 4.5%, consistent with that amount received by members of the Santa Ana Firemen's Benevolent Association; or 2) that percentage increase in an across-the-board salary adjustment provided to any other City bargaining unit during the fiscal year 2007-08.

- B. Equity Adjustments. In addition to the salary increases referenced in 4.3A above, effective July 1, 2005, the salary rate range assigned to the class of Fire Battalion Chief shall be increased by twelve (12) salary rate ranges (approximately 6%). Additionally, effective July 1, 2005, a new salary schedule will be developed for the class of Fire Marshal, which includes an approximate six percent (6%) salary increase.
- C. The assignment of classes to salary rate ranges during the term of this Agreement resulting from the increases specified in Subsections 4.3(A) and 4.3(B) above are listed in Exhibit A, which is attached and made apart hereof as though set forth herein.

4.4 Application of Basic Compensation Plan. All employees working in classifications covered by this Agreement shall be compensated at a monthly rate.

4.5 Beginning Rates.

- A. Fire Management Group A Classes. An employee appointed to a Fire Management Group A class (Deputy Fire Chief or Fire Marshal) shall be compensated at any rate within the lower third of the 15-step salary rate range (Steps A1@ through A5@) for their job classification as

authorized by the Fire Chief. When economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate a higher rate would be in the City's best interest, the City Manager may authorize hiring at a higher rate in the salary rate range but this higher rate generally shall not be above the midpoint.

- B. Fire Management Group B Classes. An employee appointed to a Fire Management Group B class (Fire Battalion Chief or Fire Communications Manager) may be placed by the Fire Chief at any step within the applicable five (5) step salary rate range (Steps AA@ through AE@) in the schedule to which the class has been allocated through adoption of this Agreement, provided that such employee shall be assigned such salary step upon the commencement of his or her service in said classification and such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article as set forth below.

- 4.6 Service. The word "service" as used in this Agreement shall be deemed to mean continuous, full-time service in the classification in which the officer or employee is being considered for salary advancement, service in the higher classification or service in a classification allocated to the same salary rate range and having generally similar duties and requirements. Employees hired after the first (1st) working day of the month shall not be credited with "time in service" for that month when determining the length of service required for salary step advancement. A lapse of service by an officer or 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 officer or employee for the purpose of this Agreement, and any such officer or employee reentering the service of the City shall be considered as a new officer or employee, except that he or she may be reappointed as provided in SAMC Section 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.

4.7 Advancement Within Ranges.

A. Fire Management Group A Classes Performance-Based Evaluation System: There is hereby established a performance-based evaluation system for employees employed in Fire Management Group A classes covered by this Agreement (Deputy Fire Chief and Fire Marshal), the provisions of which are set forth herein below.

1. Purpose. The basic purpose of the performance-based evaluation system is to help attract, retain and motivate highly competent managers and to provide them with a strong incentive to excel.

2. Specific Compensation Determination.

a. Subject to the approval of the City Manager, the Fire Chief is hereby given the authority to make appointments to salary rates within authorized salary rate ranges, as governed by the provisions of Subsection 4.5(A) supra, and to make adjustments to the individual compensation for Fire Management Group A personnel as described in the further provisions of this Article.

b. The City Manager shall establish performance criteria and appraisal guidelines to be utilized by the Fire Chief in setting individual compensation for Fire Management Group A personnel.

c. After the salary of an employee appointed to a Fire Management Group A class has been first established and fixed under this plan, salary advancement through the remaining steps of the fifteen (15) step salary rate range shall be based on the results of an annual performance evaluation.

3. Evaluation System Components. The evaluation system shall be comprised of the following components:

a. Annual Objectives. The system shall include

a list of outcome-based, measurable objectives to be achieved which have been mutually agreed upon between the Fire Chief and each individual employee appointed to a Fire Management Group A class. A relative weight will be assigned to each objective listed with a minimum weight of ten percent (10%) and all must total one hundred percent (100%).

- b. Managerial Behaviors. In addition to his or her performance in achieving agreed-upon objectives, each Fire Management Group A employee shall also be evaluated for his or her managerial behaviors/performance, including such behavior as communication (oral or written), analysis and problem solving, decision-making and judgment, planning and organization, management control, leadership, interpersonal relations, time-management, technical knowledge, handling of stress, etc.

4. Performance Evaluation Guidelines.

- a. The Fire Chief shall annually evaluate the performance of each of his or her subordinate Fire Management Group A employees to determine their individual eligibility for a performance increase and how much such increase, if any, will be. Such annual performance evaluation shall occur immediately following each individual Fire Management Group A employee=s employment anniversary date and cover the twelve (12) month period preceding that date. Additionally, at least one (1) informal mid-year progress review shall be held between the Fire Chief and each of his or her subordinate Fire Management Group A employees.
- b. Performance Ratings. Each Fire Management Group A employee=s performance in relation

to his or her agreed upon annual objectives and managerial behaviors will be evaluated according to the following performance rating scale:

<u>Point Rating</u>	<u>Performance Levels</u>
3	<u>Significantly Exceeds Expectations:</u> Consistently exceeds all objectives, requirements and expectations by a wide margin.
2	<u>Exceeds Expectations:</u> Consistently meets all objectives and requirements and exceeds several.
1	<u>Meets Expectations:</u> Meets objectives and requirements. <u>Below Expectations:</u> Fails to meet some objectives and requirements.
-1	<u>Unacceptable:</u> Performance is significantly below the minimum required.

5. Performance-Based Salary Adjustments. Each Fire Management Group A employee covered by this Agreement may be eligible to receive an annual performance-based in-range salary increase and/or one-time monetary payment based on a percentage of current annual rate of base salary, or be subject to a performance-based salary reduction, in accordance with the following:

- a. For overall performance rated as Significantly Exceeds Expectations, either step increases or one-time monetary payment or a combination of step increases and one-time monetary payment not to exceed seven and one-half percent (7.5%) in toto.

- b. For overall performance rated as AExceeds Expectations,@ either step increases or one-time monetary payment or a combination of a step increase and one-time monetary payment not to exceed five percent (5%) in toto.
- c. For overall performance rated as AMeets Expectations,@ a one-time monetary payment in an amount up to but not to exceed two and one-half percent (2.5%) of current annual rate of base salary or advancement of one step (2.5%) within the salary rate range.
- d. For overall performance rated as ABelow Expectations,@ no performance salary increase or monetary incentive payment.
- e. For overall performance rated as AUnacceptable,@ no performance salary increase or monetary incentive payment. Additionally, any Fire Management Group A employee who has received such a rating and who is being paid at a step higher than the minimum rate of the salary rate range, may be reduced by one or more steps upon the recommendation of the Fire Chief and the approval of the City Manager.
- f. Application of Guidelines.
 - i. If a Fire Management Group A employee who is recommended for a performance increase is at the maximum of his or her salary rate range, then the entire performance increase must be awarded the equivalent amount in a one-time monetary incentive payment.
 - ii. Any one-time monetary incentive payment granted under this plan is not an increase in base salary and no salary rate range applicable to any Fire Management Group A employee covered by this Agreement shall be changed or deemed to have been changed by reason

of such payment. However, such incentive payment is PERSable.

- iii. Performance increase and/or monetary payment amounts for Fire Management Group A personnel require the approval of the City Manager.
- iv. The City Manager shall be responsible for the development and administration of detailed administrative procedures and guidelines for the consistent and effective application of the management performance-based evaluation system. Such procedures and guidelines shall define how performance objectives, measures and standards are developed; when and how performance reviews are to be carried out; how performance component ratings and composite ratings will be scored; and how performance salary increase and monetary incentive payment options are to be exercised.

B. Fire Management Group B Classes: The following regulations shall govern salary advancement within rate ranges for employees employed in Fire Management Group B classes (Fire Battalion Chief and Fire Communications Manager):

- 1. For any employee in a Fire Management Group B classification covered by this Agreement who has been initially appointed to a step lower than Step AE, @ advancement to the next higher step (Step AB @ from Step AA @ or Step AC @ from Step AB, @ etc.) may be granted only for continued satisfactory and efficient service by said employee in the effective performance of the duties of his or her position. The effective date of such step increase, if granted, shall be the first day of the month following the completion of one year of service at the step from which said employee is being advanced.

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 efficiency or performance report 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 Fire Chief, 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 Fire Chief as to such recommendations and shall be informed of the reasons.
 - c. No advancement in salary above Step AA@ shall become effective until approved by the City Manager, except when placement on a salary step above Step AA@ results from promotion under the provisions of Section 4.8 of this Agreement.
2. When any such employee in a Fire Management Group B 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 service 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 service.
3. Any employee in a Fire Management Group B classification who is being paid at any salary step above AA@ may be reduced to the next lower step in the appropriate salary rate range upon the recommendation of the Fire Chief and the approval of the City Manager. Procedure for such reduction

shall follow the same procedure for merit advancement in Subsection 4.7 Paragraph (B)(1) above, and such officer or employee may be considered for readvancement under the same provisions as contained in Subsection 4.7, Paragraph (B)(2) above.

4.8 Promotional Salary Advancement.

- A. Fire Management Group A Classes: When an employee in a Fire Management Group A class is promoted to a position in a higher classification from a position in a lower classification in the same occupational career ladder, he or she shall be reassigned to the lowest step in the appropriate salary rate range for the higher classification; provided, however, that if the base salary step currently being paid such employee is already equal to or higher than this step, he or she shall be placed in the lowest step in the appropriate salary rate range as will grant that employee an increase of at least five percent (5%) over his or her current base salary step exclusive of any pay additive or additives such as assignment pay, special skill pay or the like.

- B. Fire Management Group B Classes: When an employee in a Fire Management Group B class is promoted to a position in a higher classification from a position in a lower classification in the same occupational career ladder, he or she shall be reassigned to the lowest step in the appropriate salary rate range for the higher classification; provided, however, that if the base salary step currently being paid such employee is already equal to or higher than this step, he or she shall be placed in the lowest step in the appropriate salary rate range as will grant that employee an increase of at least five percent (5%) over his or her current base salary step exclusive of any pay additive or additives such as assignment pay, special skill pay or the like.

4.9 Demotion.

A. Fire Management Group A Classes:

1. When an employee in a Fire Management Group A class is demoted to a position in a lower classification, he or she shall be placed at a rate in the lower salary rate range which provides at least a five percent (5%) reduction in pay.
2. A promotional employee who is rejected during the probationary period from a Fire Management Group A class shall be returned to the classification in which he or she holds regular status and at his or her former salary step, unless the reasons for failure to complete probation would also be cause for dismissal from City service.

B. Fire Management Group B Classes: When an employee in a Fire Management Group B class is demoted to a position in a lower classification, his or her salary rate shall be fixed in the appropriate salary rate range for the lower classification accordance with the following provisions:

1. The salary rate shall be reduced by at least one (1) step [approximately five percent (5%)].
2. The new salary rate must be within the appropriate salary rate range.
3. The new salary rate shall not be higher than the salary step to which the employee would have been entitled had his or her service time in the higher classification been spent in the lower classification.
4. A promotional employee who is rejected during the probationary period from a Fire Management Group B class shall be returned to the classification in which he or she holds regular status and at his or her former salary step, unless the reasons for failure to complete probation would also be cause for dismissal from City service.

4.10 Reallocation of Salary Rate Ranges. An employee who is employed in a classification which is reallocated to a different salary rate range from that previously assigned

shall be retained in the same salary step in the new salary rate range as he or she had previously held in the prior rate range and shall retain credit for length of service in such step towards advancement to the next higher step.

4.11 Acting Pay. An employee in a class covered by this Agreement may be appointed by the Fire Chief to serve in an acting capacity during an unplanned absence from work of thirty (30) calendar days or more of another employee represented by the Association. Represented Fire Management employees who are granted acting pay shall receive a five percent (5%) increase or the minimum rate of the higher salary range while serving in an Acting@ capacity.

4.12 Fire Communications Classification and Compensation Study. Effective as soon as practicable following Council approval of this Agreement, the City shall complete a classification and compensation study of the Fire Communications Manager position. If a salary increase is indicated, it shall be made retroactive to July 1, 2005.

ARTICLE V

5.0 ASSIGNMENT AND OTHER PAY ADDITIVES

5.1 Bilingual Pay. An employee who is assigned by the Fire Chief or his designee to a position requiring bilingual capability in both English and either Spanish, Vietnamese or other languages designated by the City Manager, will be paid a monthly assignment pay differential in accordance with the criteria and amounts set forth below:

- A. Certification by the Executive Director of Personnel Services as having satisfactorily demonstrated conversational fluency in both languages for any position requiring bilingual capability.
- B. Positions for which the Fire Chief has determined that bilingual proficiency is essential to carry out duties and responsibilities of a critical and/or emergency nature without ready access to backup assistance, or positions where bilingual public contact is a major and essential element of the work being performed, will be designated as Primary Bilingual Assignments. A qualified incumbent of such position will be paid a monthly differential of one hundred fifty dollars (\$150) above his or her then current base monthly salary step.

During the term of this Agreement, the City agrees that all positions assigned to the class of Fire Battalion Chief shall be considered to be Primary Bilingual Assignments.

- C. Qualified employees in the classes of Deputy Fire Chief, Fire Marshal, or Fire Communications Manager who are assigned to positions involving the regular and frequent use of bilingual skill in both English and either Spanish, Vietnamese or other language designated by the City Manager will be paid a monthly pay differential of forty dollars (\$40) above his or her then current base monthly salary step. Incumbents in those positions where bilingual proficiency is essential to the performance of duties and responsibilities of a critical and/or emergency nature, or of positions where bilingual public contact is a major, essential or integral element of the work being

performed, will be paid a monthly differential of one hundred fifty dollars (\$150) above his or her then current base monthly salary step.

D. There shall be annual recertification of such bilingual capability.

5.2 All assignments to positions set forth in this Article shall be made or revoked at the discretion of the Fire Chief.

ARTICLE VI

6.0 FIRE MANAGEMENT EDUCATIONAL INCENTIVE PROGRAM

- 6.1 Effective July 1, 2005, members of the Association will be paid an Educational Incentive allowance in the amounts and in accordance with the criteria set forth below. Employees wishing to participate in any of the programs designated herein shall submit a request to the Deputy Fire Chief, who will then make a recommendation to the Fire Chief for approval. In no event shall the application of this Educational Incentive program result in an employee being eligible to earn more than approximately 7.5% above his or her then current base monthly salary step. For purposes of this Article, an employee must produce transcripts or other approved form of proof of participation in order to qualify for any of the below-referenced incentives.
- A. National Fire Academy Executive Officer Program. Any employee covered by this Agreement who successfully completes the National Fire Academy Educative Officer program shall be paid at a rate set approximately 7.5% above his or her then current base monthly salary step.
 - B. California State Fire Training Fire Marshal Program. Any employee covered by this Agreement who successfully completes the California State Fire Training Fire Marshal program shall be paid at a rate set approximately 5% above his or her then current base monthly salary step.
 - C. California State Fire Training Fire Officer Program. Any employee covered by this Agreement who successfully completes the California State Fire Training Fire Officer program shall be paid at a rate set approximately 5% above his or her then current base monthly salary step.
 - D. California State Fire Training Chief Officer Program. Any employee covered by this Agreement who successfully completes the California State Fire Training Chief Officer Program shall be paid at a rate set approximately 2.5% above his or her then current base monthly salary step.

- E. Communications Center Manager, Emergency Dispatch Executive, and Association of Public Communication Officials (APCO) Institute Programs. Any employee covered by this Agreement who successfully completes the Communications Center Manager, Emergency Dispatch Executive, and APCO Institute programs shall be paid at a rate set approximately 2.5% above his or her then current base monthly salary step.

ARTICLE VII

7.0 TRAINING AND EDUCATIONAL ASSISTANCE PROGRAM

7.1 Purpose.

- A. To encourage the employees of the City of Santa Ana to take college courses and special training courses which will better enable them to perform their present duties and prepare them for increased responsibilities.
- B. To provide financial assistance to eligible employees for education and training.
- C. To establish eligibility requirements, conditions and procedures whereby such assistance may be provided.

7.2 Eligibility.

- A. Application for tuition reimbursement will be considered only from full-time, regular City employees who have completed probation.
- B. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as G.I. Bill, scholarships, etc.
- C. Applications will be approved only for courses directly related to the employee's job or directly related to a promotional position in the employee's occupational specialty.
- D. Courses not ostensibly related to the employee's job, but which are required to qualify for a degree that is directly related to his job, may be reimbursable only after all required occupationally related courses have been completed. (For example, a Fire Battalion Chief is a candidate for an A.A. Degree in Fire Science and has completed all coursework directly related to his fire suppression duties. A course in American History is required for the degree. The history course may qualify for tuition reimbursement because the degree can be related to the employee's job.)
- E. Prior to receiving tuition reimbursement, employees

must submit documentary proof of having received a grade of not less than "C" for the course. If objective ratings are not rendered for the specific course, then a certificate of successful completion must be submitted.

- F. Approval will be limited to courses given by accredited colleges and universities, community colleges, California State Fire Marshal classes, or other courses approved by the Fire Chief. Workshops, seminars, conferences and similar activities not identifiable as a formal course of instruction within the curriculum of a recognized educational institution, do not fall within the purview of this program but may be authorized and funded by the interested department without coordination with the Personnel Services Department.
- G. When an employee is required by the Fire Chief to attend a particular course or seminar, the expense shall be borne entirely by the City.

7.3 Reimbursement.

- A. Reimbursement will be based on the cost of tuition or registration fees and all required texts and related material for each course. Additional expenses such as meals and parking fees are not reimbursable.
- B. Costs for required texts are eligible for one hundred percent (100%) reimbursement subject to the following conditions:
 - 1. That a duplicate of the required text(s) was unavailable for loan from the departmental libraries prior to the commencement of coursework;
 - 2. That any textbook(s) purchased by the City shall be submitted to the Fire Department=s departmental library in order that such text(s) may be made available to all employees.
- C. Tuition and registration costs are eligible for one hundred percent (100%) reimbursement up to a maximum of two thousand dollars (\$2,000) per fiscal year, which the employee may claim as costs are incurred during the

year, or as one lump sum. Summer session, "mini-semester," and Aintersession@ courses are counted as separate "semesters" for purposes of this program.

- D. Employees shall be limited, for purposes of tuition reimbursement, to a maximum of two (2) collegiate level courses of not more than a total number of units which is equivalent to six (6) "semester" units per semester. One (1) "quarter" unit shall equal two-thirds (2/3) of one (1) "semester" unit.

7.4 Procedures.

- A. An employee who desires to seek tuition reimbursement under the provisions of this Article must complete, in duplicate, an Application for Training and Educational Assistance form and submit it to the Fire Chief.
- B. The Fire Chief will recommend approval or disapproval and forward the application to the Executive Director of Personnel Services.
- C. The Executive Director of Personnel Services will approve or disapprove the application for the City Manager. One copy will be returned to the employee and the duplicate will be retained by the Personnel Services Department. It is advisable that the applicant accomplish the procedure so far described in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this policy prior to the inception of the course or disbursement of personal funds.
- D. The employee will submit his or her copy of the approved application to the Personnel Services Department within three (3) months after he or she has completed the course and received his or her final grade. He or she must include official verification of his or her final grade with appropriate receipts for tuition and textbook costs. These will be returned to the employee upon request. Applications not submitted to the Personnel Services Department within three (3) months following completion of the course become void.
- E. Upon receipt of the application and required documentation, the Personnel Services Department will determine whether the completed course of instruction

is compatible with the provisions of Subsections 7.2 and 7.3 of this Article. If found to be compatible, the Personnel Services Department will compute the amount of reimbursement, authenticate the application and forward it to the Fire Chief.

- F. The Fire Chief will then authorize the Finance Department to reimburse the employee the approved amount out of the budget of the Fire Department.

ARTICLE VIII

8.0 OVERTIME/SHIFT REPLACEMENT PAY

- 8.1 Compensation for Overtime. Employees in any of the designated classes of employment listed in this Agreement are not eligible for monetary compensation for overtime work or for compensatory time off with pay for overtime work, unless so required by the Fair Labor Standards Act, or any other State or Federal laws.
- 8.2 Shift Replacement Pay for Fire Battalion Chiefs. Off duty employees in the class of Fire Battalion Chief who are assigned by the Fire Chief to a twenty-four (24) hour work shift will receive straight time pay in 12 hour increments (i.e. from one (1) to 12 hours worked equals 12 hours pay and 13 to 24 hours worked equals 24 hours pay). The purpose of this pay is compensation for replacing another Battalion Chief who is on sick leave, vacation, bereavement leave, or other approved absence. Additionally, this compensation will be received when an off-duty Battalion Chief is directed to respond to an emergency situation by the Fire Chief. This practice shall conform to the following guidelines:
- A. Special Shift Replacement Pay will be calculated by multiplying either 12 or 24 hours times the hourly rate of pay for Fire Battalion Chief, AE@ step, based on a 24-hour shift schedule and assuming pay additives of 7.5%, regardless of the salary step of the affected employees.
 - B. Shift exchanges between two employees of the class of Fire Battalion Chief will not qualify for Special Shift Replacement Pay under these provisions.
 - C. Under no circumstances will Special Shift Replacement Pay be construed as "overtime pay," as defined under the Fair Labor Standards Act.

ARTICLE IX

9.0 HOLIDAYS

9.1 Regular Shift Personnel. Employees covered by this agreement who work a regular forty (40) hour workweek schedule shall be entitled to receive the following days off during the calendar year as paid holidays:

January 1st - New Year's Day

Third (3rd) Monday in January - In observance of Martin Luther King's Birthday

Third (3rd) Monday in February - In observance of Presidents' Day

Last Monday in May - In commemoration of Memorial Day

July 4th - In observance of Independence Day

First (1st) Monday in September - In observance of Labor Day

November 11th - In observance of Veteran's Day

Fourth (4th) Thursday in November - In observance of Thanksgiving Day

The Friday immediately following Thanksgiving Day

Last working day before Christmas Day, unless Christmas Day falls on a Thursday, in which instance, the day following Christmas Day shall be observed in lieu thereof

December 25th - In observance of Christmas Day

One (1) Floating Holiday - Any workday selected by the employee with prior permission of the employee's supervisor

Every day proclaimed by the Mayor of the City as a holiday for City employees

Any holiday which falls on a Sunday will be observed on the following Monday. Any holiday which falls on a Saturday will be observed on the Friday preceding the holiday.

- 9.2 Employees assigned to the twenty-four (24) hour work shift schedule shall be entitled to receive twelve (12), 12-hour days off during the calendar year in lieu of the holiday benefits specified in Section 9.1 of this Article. Employees assigned to a forty (40) hour schedule, which could be a 5/8 or a 9/80 or 4/10 Aalternative work schedule@ shall receive twelve (12), 8-hour days off during the calendar year in lieu of the holiday benefits specified in Section 9.1 of this Article.

Said substitute holidays may be taken at any time during the calendar year with prior permission of the employee's supervisor and subject to the operational needs of the department. However, if an employee who separates from the service of the City has taken time off for holidays in advance of the date or day the holidays actually occur, he or she must pay the City the cash value for such used but unearned holiday time off benefits prior to or at the time of separation.

- 9.3 Cash Option. Employees covered by this Agreement will be given an option once per calendar year to receive cash compensation computed on a straight time basis in lieu of all or part of their holiday leave benefits set forth in Section 9.2 above.

Such cash option may be eliminated or modified at the discretion of the Fire Department to the extent necessary to service the best interests of the department, to the extent it represents additional costs to the City, or to the extent it is construed as overtime under Department of Labor Guidelines implementing provisions of the Fair Labor Standards Act.

- 9.4 An employee separating from the service of the City must actually work at least one (1) day following the day a holiday listed in Section 9.1 above actually occurs in order to receive compensation for the holiday.
- 9.5 Holiday time off may only be taken in increments of whole days.

9.6 Holiday benefits may not be carried over from one calendar year to the next.

ARTICLE X

10.0 VACATION

10.1 Purpose. It is the policy of the City to grant employees vacation leave in order to provide them with a break in their regular work schedule, and this purpose will be used as a guide in the administration of the provisions of this Article. Employees covered by this Agreement must take at least five (5) consecutive days of vacation per year.

10.2 Regular Vacation Period.

- A. Regular vacation with pay is granted to each employee covered by this Agreement at the rate of fifteen (15) working days for each completed year of service, accrued at the rate of ten (10) working hours (fifteen [15] working hours for personnel assigned to 24-hour work shift schedule) for each completed month of service. In those cases when an employee is transferred between the twenty-four (24) hour shift schedule and the regular forty (40) hour workweek schedule, the employee's earned vacation, which is accrued in hours, shall be converted to agree with the number of working hours per day in the currently assigned schedule.
- B. Personnel assigned to a regular forty (40) hour week may take vacation time off in increments as small as one (1) hour, with fractional usage rounded upward to the next higher multiple of one (1).

Personnel assigned to the twenty-four (24) hour shift schedule may take vacation time off in increments as small as three (3) hours, with fractional usage rounded upward to the next higher multiple of three (3).

C. Computing Regular Vacation.

1. In computing regular vacation, each municipal holiday that occurs during the vacation, and that falls on a day which the employee would have worked had he or she not been on vacation, shall be deducted from the computation so that one (1) additional day of regular vacation shall be allowed to the employee unless departmental practice provides some other manner of

compensating for municipal holidays. Should an employee be confined to a hospital for sickness or injury while on authorized vacation, each full day of such confinement, when confirmed by a physician's statement and approval of the Fire Chief, may be deducted from the computation of vacation expended and charged against the employee's accumulated sick leave.

2. No employee may carry over from one calendar year to the next, more than the equivalent of two (2) regular vacation periods from the previous two (2) 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. Employees may or may not be allowed or required to accumulate or split vacations. The time at which an employee shall take his or her vacation shall be determined by seniority within class with due regard for the needs of the department.

10.3 Longevity Vacation.

- A. Each affected employee is granted additional work days of vacation leave with pay for each completed year of full-time, continuous City service as set forth in the following table. This additional vacation shall be designated longevity vacation. For uniformed, "safety-member" employees assigned to the twenty-four (24) hour shift schedule, the working day granted is a twelve (12) hour day.

Hourly Equivalent of Additional Days:

<u>Completed Years</u>	<u>Additional Days</u>	<u>40-hour Week Employees</u>	<u>24-hour Shift Employees</u>
6	1/2	4	6
7	1	8	12
8	1-1/2	12	18
9	2	16	24
10	2-1/2	20	30
11	3	24	36

12	3-1/2	28	42
13	4	32	48
14	4-1/2	36	54
15	5	40	60
16	6	48	72
17	7	56	84
18	8	64	96
19	9	72	108
20	10	80	120

B. No employee becomes eligible for longevity vacation until completion of the sixth (6th) year of continuous service, and each employee continues to earn the maximum of ten (10) working days of longevity vacation for each completed year of service in excess of twenty (20) years.

C. A period of earlier service does not apply toward longevity vacation accumulation when an employee has had a break in continuous service, unless the break in service is concluded by reappointment, as provided in Section 9-114 of the Civil Service Rules and Regulations, or by reemployment from layoff within two (2) years for Asworn@ members and one (1) year for Anon-sworn@ members covered by this Agreement.

D. Leave of absence without pay, as provided in Article XI, Subsection 1(E) (Sick Leave - Extended) and Section 11.8 (Authorized Absence Without Pay - Long Term) herein, does not constitute a break in continuous service as used in this section; however, the leave of absence period shall not be applied toward the accumulation of longevity vacation. Absence on military leave followed by reinstatement, as provided in Section 9-143 of the Civil Service Rules and Regulations, does not constitute a break in service, and the period of absence on such military leave shall be applied toward the accumulation of longevity vacation.

10.4 Limitation on Vacation. With the exception of a retiring employee, no employee is granted, and no employee shall be allowed to take any vacation leave with pay in excess of fifty (50) working days in any one year by combination of the vacations granted in this Agreement. Further, no employee may carry over from one calendar year to the next more than the equivalent of two (2) longevity vacation

periods and the equivalent of two (2) regular vacation periods from the previous two (2) years and vacation not taken beyond that amount is forfeited. Therefore, the maximum vacation that an eight (8) hour employee with less than six (6) years service could accumulate is thirty (30) working days (240 hours) and only an eight (8) hour employee with more than twenty (20) years service could carry over and take the authorized maximum of fifty (50) working days (400 hours) in any one year.

- 10.5 Effect of Extended Sick Leave on Vacation Accrual. Absence on sick leave for a period in excess of fifteen (15) consecutive calendar days shall not be considered as service time for regular and longevity vacation accrual purposes.
- 10.6 Vacation Pay Options. Once each fiscal year, all employees covered by this Agreement shall be given the option to receive cash compensation, computed on a straight-time basis, in lieu of up to five (5) working days of earned, unused vacation leave benefits set forth in this Article.
- 10.7 Management Vacation Benefit. Employees covered by this Agreement will be granted an additional five (5) working days [five (5), eight (8)-hour days for forty (40) hour employees and five (5), twelve (12) hour days for shift employees] per calendar year over the regular and longevity vacation schedules applicable to represented non-management employees of the City subject to a maximum accrual of twenty-five (25) days of such additional five (5) days per year.

ARTICLE XI

11.0 OTHER LEAVES OF ABSENCE

11.1 Sick Leave.

- A. Definition. Except as otherwise provided below, sick leave shall be deemed to mean absence from duty of an employee because of illness or injury that prevents the employee from performing the duties of his or her position, and shall be deemed to include time in quarantine resulting from exposure to a contagious disease.
- B. Accrual. Each employee shall be entitled to, and shall earn, one (1) working day of sick leave for each full calendar month of service in which he is employed by the City with full pay; provided, however, any absence on sick leave for a period of time greater than fifteen (15) consecutive calendar days in any one (1) calendar month shall not be considered to be service entitling an employee to earn sick leave as aforesaid.

Subject to the other provisions in this Article, sick leave shall accrue to the credit of each employee to the extent that it is not used. Notwithstanding the foregoing, an employee on leave of absence for service connected illness or injury who is covered by the provision of Labor Code Section 4850, shall continue to accumulate one (1) day of sick leave for each full calendar month of service for which he or she is employed by the City with full pay during said absence for service-connected illness or injury.

The City Manager is authorized to grant a newly appointed employee covered by this Agreement sick leave credits up to an amount equal to any earned but unused sick leave credits available to such appointee at the time of his or her separation from his or her most recent previous employer.

- C. Authorized Only When Necessary. Sick leave is not a right which an employee may use at his or her discretion, but shall be allowed only in cases of necessity and actual sickness or disability or as authorized in Subsection J below.

- D. Limit. Effective January 1, 2006, the maximum total accumulation of sick leave with pay shall be 2,000 hours for employees working an eight-hour day and 3,000 hours for employees working a twelve-hour day. Sick leave usage of less than a full day shall be charged in minimum increments of one (1) hour, with fractional usage rounded upward to the next higher multiple of one (1). For affected employees assigned to the 24-hour work shift schedule, the minimum sick leave increment is three (3) hours, with fractional usage rounded upward to the next higher multiple of three (3).
- E. Extended. The City Manager may grant leave up to six (6) months without pay to an employee who has exhausted all of his or her accrued sick leave if the City physician, or a licensed physician designated by the City Manager, indicates that the employee will be sufficiently recovered to return to his or her employment within a six (6) months period. Prior to the expiration of the additional time, the employee may return to his or her position provided that he or she has a certificate from one of the above mentioned physicians stating that the employee is able to perform all the duties of his or her position without qualification. In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year without pay.
- F. Extension by Use of Vacation. After an employee's sick leave has been exhausted he or she may be granted permission to take any earned vacation he or she may have accrued.
- G. Notice. The employee taking sick leave shall notify his or her immediate supervisor either prior to or within four (4) hours after the time he or she is scheduled to report for duty, or as otherwise established by departmental regulations. When the absence is more than three (3) consecutive working days, or more than three (3) consecutive scheduled shifts for affected employees assigned to the twenty-four (24) hour shift schedule, the employee must present to the Fire Chief a physician's certificate stating the cause of illness and that, in the physician's opinion, the employee could not report to work because of such illness or injury and that the employee is sufficiently recovered to safely return to

work. Such certificate shall be transmitted to the chief personnel officer with the report of the employee's return to work.

A physician's certificate or other satisfactory written evidence of actual illness or injury may be required after an absence of any duration less than three (3) days, or less than three (3) scheduled shifts for affected employees assigned to the twenty-four (24) hour shift schedule.

- H. Denial. No employee shall be entitled to sick leave with pay while absent from duty because of sickness or injury purposely self-inflicted or caused by willful misconduct; or, sickness or disability sustained while engaged in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation.
- I. Excess Usage. If sick leave is used in excess of that due and available to an employee, such excess sick leave will, first, be deducted from any available compensatory time off benefit; second, from any available vacation leave benefit; finally, deducted from the next scheduled wage or salary payment.
- J. Personal Necessity Leave. Each employee shall be afforded the opportunity to use sick leave benefits up to six (6) days (48 hours for 40-hour workweek employees or six (6), 24-hour shifts (144 hours) for uniformed, Asafety-member@ personnel per calendar year (on a non-cumulative basis) to attend to an illness of a child, parent, or spouse of the employee. As used in this section:
 - 1. AChild@ means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis;
 - 2. AParent@ means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Of the 48 and 144 hours, respectively, defined above, each employee shall be afforded the opportunity to use up to three (3) days (24 hours for 40-hour workweek employees or three (3) 24-hour shifts (72 hours) for

uniformed, Asafety-member@ personnel per calendar year (on a non-cumulative basis) for Apersonal necessity leave,@ which circumstances shall be limited to serious accidents involving members of the employee=s immediate family, childbirth, medical or dental appointments for members of the employee=s household, imminent danger to the employee=s home or other valuable property, or the existence of external circumstances beyond the employee=s control making it impractical for him or her to report to duty.

K. Payment for Unused Sick Leave.

1. Payment criteria and limitations.

- a. Upon nondisciplinary termination of employment after ten (10) years cumulative full-time service with the City, each qualified employee with less than twenty-five (25) years of cumulative full-time service with the City shall be entitled to payment for one-third (1/3) of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 427 hours for employees working an eight (8) hour schedule or 640 hours for employees working a twelve (12) hour schedule, at the rate of pay effective on the date of such termination.
- b. Affected qualified employees who have completed twenty-five (25) years or more of cumulative full-time service with the City shall be entitled to payment for two-thirds (2/3) of the total sick leave benefit credited to his or her account upon the effective date of such termination, not to exceed a maximum limit of 1,067 hours for employees working an eight (8) hour schedule or 1,600 hours for employees working a twelve (12) hour schedule, at the rate of pay effective on the date of such termination.
- c. At the employee's election, payment of unused sick leave may be received in either a lump sum of money, or in equal monthly payments for a period of up to five (5) years.

d. A lump sum payment shall be made to the beneficiaries of any employee covered by this Agreement whose death occurs while such employee is an active employee of the City, such payment to be equal to what would be credited to the employee's account at the time of his or her death, and at the rate of pay effective on the date of death.

2. Conversion to Health Insurance Premium Payments.

a. At his or her option, an employee may convert any lump sum payment provided herein into health insurance premiums, to the extent necessary to provide the employee and his or her designated eligible dependents, if any, with benefits under the health insurance program maintained by the City.

i. The City's obligation to pay such premiums shall terminate when the sum of premiums paid equals the amounts as follows:

- After ten (10) years, but less than 15 years of service, the employee shall be entitled to 50% of the amount of unused sick leave benefits credited to his or her account upon the effective date of termination, not to exceed a maximum of 640 hours for employees working an eight (8) hour schedule or 960 hours for employees working a twelve (12) hour schedule. This amount represents 150% of the amount the employee would have been entitled to had they elected to cash out their sick leave hours.
- After fifteen (15) years, but less than 25 years of service, the employee shall be entitled to 66.66% of unused sick leave benefits credited to his or her account upon the effective date of termination, not to exceed a maximum limit of 1,067 hours for employees working an eight (8) hour schedule or 1,600 hours for employees working a twelve (12) hour schedule.

- After twenty-five (25) years of service, the employee shall be entitled to 100% of the amount of unused sick leave benefits credited to his or her account upon the effective date of termination, not to exceed a maximum limit of 1,600 hours for employees working an eight (8) hour schedule or 2,400 hours for employees working a twelve (12) hour schedule.

ii. Premiums will first be paid out of the lump sum amount contributed by the employee and then out of the amount contributed by the City. If the retired former employee dies before exhausting the full amount of his or her lump sum contribution, the unused portion of such contribution shall be reconverted to cash and distributed to the retiree's designated beneficiary.

11.2 Bereavement Leave. An employee shall be granted up to four (4) days leave (32 hours for 40-hour-workweek employees and 48 hours for 24-hour shift employees) without loss of pay in case of death of a member of the employee's immediate family. Such leave is designated as bereavement leave. "Immediate family" as used in this section is limited to:

- A. Any relative by blood or marriage who is a member of the employee's household;
- B. A parent, spouse, child, brother, sister, grandparent or grandchild of the employee, regardless of residence;
- C. Any other relative of the employee by blood or by marriage where it can be established by the employee that as a result of such relative's death, the employee's presence is required to handle funeral arrangements and/or matters of estate.

11.3 Military Leave.

- A. Proof of Orders and Reinstatement. An employee shall be granted military leave if he or she furnishes the chief personnel officer satisfactory proof of his or her orders to report for duty. Upon return and upon showing of proof of actual service pursuant to such orders, he or

she will be reinstated as provided in Section 9-143 of the Civil Service Rules and Regulations of the City of Santa Ana.

B. Temporary. Members of the reserve forces of the United States, or the National Guard, granted temporary leave when ordered to duty, in accordance with the Military and Veterans Code, will be granted leave with pay not to exceed thirty (30) calendar days in each calendar year after one year's service with the City upon presenting satisfactory proof of orders to and from such temporary active duties.

11.4 Jury and Witness Leave. When an on-duty employee is called to serve as a juror or non-party witness in any court action, he or she shall be allowed the necessary time actually required for such service without loss of pay. Each on-duty employee called for such service shall present to his or her department head for examination the subpoena calling him or her to such service and shall pay into the City Treasury the fees collected for such service, with the exception of reimbursement for transportation expenses, if any.

11.5 Examination Leave. Employees participating in examinations conducted during their normal working hours for positions in the competitive service of the City of Santa Ana will be granted leave with pay for the time actually required, without loss of any accrued vacation or compensatory time off benefits.

11.6 Unauthorized Absence. Unauthorized absence from duty for any duration of time may be considered cause for dismissal. Absence from duty without leave for five (5) consecutive working days shall be deemed a resignation from service; provided, however, if upon return to duty the person so absenting himself makes an explanation satisfactory to the Fire Chief of the cause of his absence, the Fire Chief may restore said person to his or her position, with the City Manager's approval.

11.7 Authorized Absence Without Pay - Short Term. Absence without pay not to exceed five (5) consecutive working days, may be authorized by the Fire Chief. Absence without pay not to exceed fifteen (15) calendar days may be authorized by the Fire Chief with the approval of the City Manager. Such an

absence may be authorized only if in the judgment of the Fire Chief it serves the best interest of the City.

- 11.8 Authorized Absence Without Pay - Long Term. Upon receipt of a written request from an employee having regular status plus action by the Fire Chief recommending approval of the request, the City Manager may grant a leave of absence for up to six (6) months.

An employee returning to duty with the City shall inform the Fire Chief and Executive Director of Personnel Services of his or her intention at least thirty (30) calendar days prior to the expiration of the six (6) month period or shorter period if the full six (6) months is not taken. Upon receipt of such notice, the Fire Chief will take steps necessary to restore the employee to his or her former position.

In addition to the above, the City Manager may grant a further extension not to exceed a total of one (1) year leave of absence without pay.

- 11.9 Industrial Leave.

- A. Each affected "safety-member" employee covered by the provisions of Labor Code Section 4850 who is compelled to be absent from duty because of an illness or injury covered by the State of California Worker's Compensation Insurance and Safety Act shall, in lieu of temporary disability compensation payable under the aforementioned Act, continue to be paid his or her normal salary and accrue other benefits in accordance with the provisions of Labor Code Section 4850.
- B. Any period of time during which an employee is required to be absent from his or her position by reason of an industrial injury or industrial illness for which he or she is entitled to receive compensation shall not be considered a break in continuous service for the purpose of his or her right to salary adjustments or to the accrual of vacation and seniority.
- C. In consideration for the City agreeing to provide a sick leave payoff in an amount equal to two-thirds (2/3) of up to 200 unused days upon service retirement or separation after twenty-five (25) years or more of service (Article

XI, Section 11.1K) of a deceased retiree's cash share of contributions made to a post-retirement health insurance premium continuation account (Article XI, Section 11.1K, Subsection 2 a.i.), new members of the Association appointed on or after July 1, 1987, will not have the "right" enjoyed by a current member who might become disabled to defer his disability retirement date until after all accrued sick leave has been exhausted rather than accepting an up-front lump sum payment in lieu thereof and an earlier retirement date but will be required to accept a lump sum payment for any unused sick leave in lieu of deferring his/her disability retirement date until after all accrued sick leave has been exhausted.

- 11.10 Administrative Leave Policy. The City Manager is authorized to grant, at his or her discretion, paid or unpaid administrative leave for employees covered by this Agreement.
- 11.11 Catastrophic Leave Donation. In order to assist employees otherwise granted leave of absence without pay by the City Manager because of a catastrophic non-industrial medical condition or injury, the City and the Association agree to implement a Catastrophic Leave Donation Procedure.

Nothing herein shall be construed to alter City policies and procedures as provided in the Charter or ordinances of the City of Santa Ana or other provisions of this Agreement with regard to granting unpaid leaves of absence.

- A. Guidelines. It shall be understood that all donations under this procedure are voluntary and subject to taxation for the recipient.
1. Employees may donate vacation time or one in-lieu holiday to the eligible employee. In no event shall sick leave be donated.
 2. Employees shall be provided a two-week period to submit donations. Donations received after this two-week period shall not be processed. The two-week period for each case shall be designated by the Fire Chief or his/her designee as provided herein below.

3. For employees who work a twenty-four (24) hour tour of duty the donations shall be for a minimum of three (3) hours and a maximum of twelve (12) hours per donor. All donations must be made in three-hour increments, except in-lieu holidays must be for twelve (12) hours.
 4. For employees who work a forty (40) hour alternative work week the donations shall be for a minimum of two (2) hours and a maximum of eight (8) hours per donor. All donations must be made in two-hour increments, except in-lieu holidays must be for eight (8) hours.
 5. Any authorization of donations not made in accordance with the procedures outlined in Section C, subparagraph 2 below, will not be processed.
 6. All donations shall be irrevocable.
 7. In the event the recipient returns to work before leave donations have been exhausted, any balance on the books shall be accrued by the recipient and designated as sick leave, and may be used pursuant to Article XI, Section 11.1.
- B. Eligibility. Regular, full-time employees shall be eligible for catastrophic leave donations if the following criteria are met:
1. When it is reasonably foreseeable that all accrued time on the books, such as sick leave, compensatory time, vacation, and in-lieu holidays, will be exhausted and the employee's illness will continue past the time when the employee will be on paid status.
 2. The Fire Chief or his/her designee has approved a written request for donations accompanied by a medical statement from the employee's attending physician. The attending physician's statement must verify the employee's need for an extended medical leave and must include a brief statement of the nature of the illness or injury and an estimate of the time the employee will be unable to work.
- C. Procedure.

1. Upon receipt of a valid request for donations from an eligible employee, the Fire Chief or his/her designee shall post a notice of the eligible employee's need for donations on bulletin boards accessible to employees. No confidential medical information shall be included in the posted notice.
2. Employees wishing to donate time to an eligible employee must sign his/her authorization of the transfer of such donated time and provide:
 - a. His/her name, department name, and employee number;
 - b. The number of donated hours of vacation time or in lieu holiday time within the limitations of Section A, subparagraph 3 and 4 above;
 - c. The name, department and class title of the recipient;
 - d. A statement indicating that the donor understands such donation of time is irrevocable.
3. At the close of the two-week donation period, the Fire Department shall verify that each donating employee has accrued vacation and/or in lieu holiday time balances sufficient to cover the designated donation;
4. The Fire Department shall submit all approved donation authorizations for an eligible employee at one time for processing. No donation authorizations for the eligible employee will be processed after this period. However, employees who receive donations under this procedure and who exhaust all donated hours may request an additional donation period subject to the provisions of Section A, herein;
5. The City shall add the donated time to the recipient's sick leave account.

ARTICLE XII

12.0 EMPLOYEE INSURANCE

12.1 Health Insurance.

- A. The City shall contribute toward the payment of premiums for affected employees and their dependents under the CalPERS Health Program. Effective July 1, 2005, January 1, 2006, January 1, 2007, and January 1, 2008, respectively, the City shall contribute toward medical premiums an amount consistent with the rates then in effect for the "employee only", "employee plus one", and "family", tier respectively, of the Kaiser "Other Southern California" CalPERS HMO plan. Effective January 1, 2006, the City shall establish a Cafeteria benefit plan for employees covered by this Agreement.
- B. 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 contribution specified above shall be borne entirely by the employee.
- C. 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 one-hundred percent (100%) of the monthly premium amount for the City=s lowest Aemployee-only@ coverage, if said employee waives, in writing, City-paid coverage. If an employee waives City provided coverage, said employee shall provide proof of medical insurance coverage in a non-City sponsored health plan. Said waiver shall include a provision warning such employee that reentry into any of the City-sponsored plans is allowed only at open enrollment, unless there is a qualifying event, and may require proof of insurability for such employee and/or family.

12.2 Dental Insurance. During the term of this Agreement, the City agrees to contribute toward the payment of premiums for dental insurance plans provided by the City for employees covered by this Agreement and their eligible dependents:

Effective January 1, 2006:

- A. One hundred percent (100%) of the premium cost for "employee-only" coverage.
- B. Up to ninety dollars (\$90) per month per employee for "family" coverage.

Effective January 1, 2007:

- A. One hundred percent (100%) of the premium cost for "employee only" coverage.
- B. Up to one hundred dollars (\$100) per month per employee for "family" coverage.

Effective January 1, 2008:

- A. One hundred percent (100%) of the premium cost for "employee only" coverage.
- B. Up to one hundred ten dollars (\$110) per month per employee for "family" coverage.

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.

For each such employee who is covered under a spouse's non-City sponsored dental plan, the City will pay the employee a cash payment each month in an amount equal to one-hundred percent (100%) of the City's contribution, if the employee waives, in writing, City-paid coverage. Said waiver shall include a provision warning such employee that reentry into any City-sponsored plan is allowed only at open enrollment, unless there is a qualifying event, and may require proof of insurability for such employee and/or family.

12.3 Disability Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for a long term disability insurance plan for employees covered by this Agreement.

12.4 Life Insurance. The City shall continue to pay one hundred percent (100%) of the premium cost for term life insurance coverage under the policy it maintains on behalf of its officers and employees in order to provide employees covered

by this Agreement with life insurance coverage in an amount equal to twice such employee's annual rate of salary to a maximum of three hundred thousand (\$300,000) provided said affected employees can provide evidence of insurability of coverage if so required by the terms and conditions of said term life insurance policy.

In the event any such employee is determined to be ineligible for said insurance coverage, the City will attempt to provide as much coverage as may be obtained at reasonable cost without having to provide evidence of insurability.

- 12.5 The City shall retain the right to change health, dental and life insurance carriers, administer the insurance benefits provided thereunder, and select and/or change any excess or supplemental insurance carriers as a part of any self-insurance plan during the term of this Agreement, provided that employees covered by this Agreement continue to receive equivalent benefits and provided that the parties have met and conferred before the benefits changes are made.
- 12.6 Optional Association Benefit Plans. By majority vote, Association members may opt to receive cash equivalent of premium contributions made by City on behalf of employees and dependents, to purchase group health and/or group dental and/or group L.T.D. insurance coverage through the Association or its Agent provided, however, all members of the Association waive, in writing, coverage under City-sponsored group health and/or group dental and/or group L.T.D.
- 12.7 Medical Retirement Subsidy Plan. Based on the first payroll period in October, 2001 and no later than October 31st each year thereafter for the term of this Agreement, the City shall contribute to a fund an amount of money equal to one percent (1%) of the bargaining unit=s salary base plus pay additives for the purpose of providing a retiree health insurance subsidy plan. Eligibility for and the specific payments made to members of the bargaining unit pursuant to this plan shall be designated at the sole discretion of the Association. Members represented by this Agreement who are not or have not been enrolled in any of the City=s medical insurance plans shall remain eligible for this benefit.

Members covered by this Agreement who participated in the Medical Retirement Subsidy Plan with the Santa Ana Firemen's Benevolent Association (SAFBA) and have promoted into the Fire Management Association (FMA) shall retain his/her investment with the SAFBA's Medical Retirement Subsidy and continue to receive benefits in accordance with the SAFBA Medical Retirement Subsidy Plan. The plan shall be administered by the City, at no cost to the Association or its members pursuant to the written directives of the Association. The funds contributed by the City will be maintained in such a manner as to insure that the funds are invested in a reasonably secure plan that bears a reasonable rate of interest/growth given current financial markets. For purposes of this Agreement, investments made pursuant to the then current Statement of Investment Policy for the City of Santa Ana, shall be deemed to meet the requirements of this section. This program is for medical insurance premium reduction only and will be implemented by February 1, 2002 for an employee retiring after July 1, 2001. If an employee retires between July 1, 2001 and February 1, 2002, he or she will be eligible to participate in said plan; however, in no event, will he or she be eligible to utilize this program until February 1, 2002. Additionally, in no event shall said employee(s) be eligible for retroactive medical premium reduction assistance between the date of retirement and February 1, 2002.

Effective July 1, 2004 and July 1, 2005, respectively, the City shall contribute an amount of money equal to one percent (1%) of the bargaining unit's base salary, including pay additives, for the purpose defined herein.

Effective July 1, 2006 and July 1, 2007, respectively, the City shall contribute an additional three-quarters of one percent (.75%) for a total of 1.75% of the bargaining unit's base salary, including pay additives, for the purpose specified herein.

- 12.8 Vision Care Insurance. As soon as practicable, the City agrees to implement through payroll deduction, a non-participatory vision care plan through Eye Med. This plan is voluntary on behalf of the employees and shall be fully funded by the participating employees.
- 12.9 Physicals. The City shall provide an annual physical examination to each member of this unit. The City and

Association shall meet to mutually define the specific components for said physical exam.

12.10 Option to Redesignate Certain Contributions. Affected employees shall have the option of waiving coverage under any City-sponsored group insurance plan, such as medical, dental, long-term disability and life insurance coverages, and applying the above specified amount of City contribution toward each such coverage waived to deferred compensation and/or earned income. Effective January 1, 2006, the above specified amount of City contribution referenced herein, shall be construed as being those amounts specifically applicable to Sections 12.1A, 12.2, 12.3, and 12.4, respectively.

ARTICLE XIII

13.0 DEFERRED COMPENSATION

- 13.1 An amount equal to one percent of the base semi-monthly pay rate being paid each affected employee is deemed to be deferred compensation and shall be contributed into the City's deferred compensation plan by the City on behalf of each affected employee. The amount is subject to the general terms and conditions of the City of Santa Ana Deferred Compensation Plan, and subject further to the conditions that the employee shall have no vested rights in the amounts contributed by the City until termination of employment with the City and that the City will pay the total amount of contributions plus any earnings to the employee upon termination, resignation, retirement, dismissal or death.

ARTICLE XIV

14.0 RETIREMENT

14.1 General. The terms of the existing contract between the City and California Public Employees' Retirement System (CalPERS) governing the retirement benefits of employees covered by this Agreement are incorporated by reference herein. The City shall continue to make contributions to CalPERS in accordance with its contract with CalPERS for employees covered by said contract.

14.2 Deferred Retirement. The City shall continue to make payment to CalPERS on behalf of each affected employee covered by this Agreement in an amount equal to one hundred percent (100%) of each employee's individual employee 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 said employee shall forthwith be increased eighteen (18) salary rate ranges (approximately 9%) for Asafety-member@ employees covered under the A3% at Age 50" CalPERS formula and fourteen (14) salary rate ranges (approximately 7%) for Amiscellaneous member@ employees covered under the A2% at Age 55" CalPERS formula 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.

14.3 Increased Cost-of-Living Allowance. If, during the term of

this Agreement, the City approves an agreement with any other represented bargaining unit in the City to amend the City's contract with CalPERS to provide an annual cost-of-living adjustment to retiree allowances that is greater than the current two percent (2%) maximum amount, employees covered by this Agreement shall be included in a CalPERS contract amendment which will provide them with an annual adjustment amount equal to the highest such amount granted other represented employees of the City.

- 14.4 2% at 55 for CalPERS AMiscellaneous@ Members. CalPERS designated Amiscellaneous@ employees represented by the Association shall be covered by the 2% at 55 retirement benefit. Prior to this Agreement, employees designated as CalPERS Amiscellaneous@ were required to contribute one percent (1%) of their salary towards the 2% at 55 retirement benefit by taking a deduction in pay of two (2) salary rate ranges.

The City and Association agreed, effective November 1, 2001, to eliminate the one percent (1%) pay deduction towards the 2% at 55 retirement benefit.

- 14.5 3% at 50 Service Retirement Benefit for CalPERS ASafety@ Members. The City agrees to amend its contract with CalPERS to provide Asafety@ employees represented by this bargaining unit with the 3% at 50 Service Retirement benefit, effective July 1, 2001.

- 14.6 Payment of 3% at 50 Service Retirement Benefit. The City has received an actuarial valuation dated March 3, 2000 from CalPERS informing the parties that a cost analysis to amend the City=s contract to provide this benefit to current employees will increase the City=s normal cost by 1.864% of its total yearly Asafety@ payroll for this unit. In order to provide this benefit to its current Asafety@ members, 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%.

- 14.7 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 Asafety@ employees paying to receive this benefit should also benefit from this yearly fluctuation in the City=s annual actuarial valuation. As such, current eligible Asafety@ employees will contribute 50% of any yearly City employer contribution rate to a maximum of .93% during the term of this Agreement.

- 14.8 CalPERS Fourth Level 1959 Survivor Benefits. Effective December 7, 2002, the City will provide CalPERS fourth level of 1959 Survivor Benefits to all eligible employees in this unit.
- 14.9 Pre-Retirement Optional Settlement 2 Death Benefit. Effective July 5, 2000, the City will provide the CalPERS Pre-Retirement Optional Settlement 2 Death Benefit to all eligible employees in this bargaining unit.
- 14.10 Uniform Reporting Allowance. The CalPERS reporting allowance shall be \$50 per month per eligible member, effective January 1, 2002.
- 14.11 Military Service Credit as Public Service. Effective March 8, 2001, Safety employees and April 5, 2002, Miscellaneous employees, respectively, may elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to that period of service.
- 14.12 Retirement Health Savings Program. As soon as practicable following Council approval of this Agreement, the City shall establish a voluntary program for employees to contribute unused sick leave, vacation, or other employee benefits on a pre-tax basis in conjunction with a Cafeteria Benefit Plan or other tax exempt program.
- 14.13 Enhanced Retirement Formula. If the Firemen's Benevolent Association agrees to an enhanced retirement formula during the term of this Agreement, then employees covered by this Agreement shall receive the same benefit.

ARTICLE XV

15.0 CREDIT UNION DEDUCTION

15.1 The City shall permit an employee covered by this Agreement to have a deduction made from his or her payroll check for the Santa Ana City Employee's Credit Union, provided that the employee executes a written authorization on the payroll deduction form provided by the City.

ARTICLE XVI

16.0 EXPANDED RESIDENCY

16.1 The City shall continue to permit employees covered by this Agreement to reside outside the limits of Orange County, so long as such residency is not an unreasonable distance nor requires an unreasonable response time to the particular employee's place of employment. Any affected employee who desires to take advantage of the opportunity to reside outside of Orange County shall first request permission to do so from his department head. Said request shall be granted by the department head if it is determined that the intended residence is not an unreasonable distance nor requires an unreasonable response time to the employee's place of employment.

Should the department head refuse any such request, the employee shall have the right of appeal of said determination to the City Manager for reconsideration.

ARTICLE XVII

17.0 PREVENTIVE MEDICINE PROGRAM

17.1 The City shall continue to maintain a comprehensive preventive medicine program for all employees covered by this Agreement who, during the course and scope of their employment, are exposed to communicable diseases, with the City to pay all necessary expenses in connection with such program. The City reserves the right to determine which medical facility or facilities will be used for any such program.

ARTICLE XVIII

18.0 DISCIPLINE

18.1 Any regular employee covered by this Agreement may only be disciplined in accordance with the standards and procedures and subject to all rights of appeal set forth in the Santa Ana Municipal Code.

ARTICLE XIX

19.0 GRIEVANCE REVIEW PROCEDURE

19.1 Definition of a Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees or the Association concerning the interpretation or application of specific provisions of this Agreement, or of the rules and regulations governing personnel practices or working conditions of the City, except, however, those matters specifically assigned to the jurisdiction of the City Personnel Board by those provisions of the City Charter and the Civil Service Rules and Regulations.

No employee shall suffer any reprisal because of filing or processing of a grievance or participation in the Grievance Review Procedure.

19.2 Informal Process.

- A. An employee must first attempt to resolve the grievance on an informal basis through discussion with his or her immediate supervisor without undue delay, but in no case, beyond a period of ten (10) calendar days after the occurrence of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance.
- B. Every effort shall be made to find an acceptable solution to the grievance through this informal means at the most immediate level of supervision.
- C. In order that this informal procedure may be responsive, both parties involved shall expedite this process. If, within five (5) working days, a mutually acceptable solution has not been reached at the informal level, the employee shall then set forth the grievance in writing, indicate the nature of the action desired, sign it, and submit it in duplicate to his or her immediate supervisor. At this point, the grievance review process becomes formal. Should the grievant fail to file a written grievance, and in the manner specified above, within ten (10) working days after first discussing the grievance with the employee's immediate supervisor, the grievance shall be barred and waived.

19.3 Formal Process.

- A. If a grievance is not resolved through the informal process, and a written grievance is filed within the time limits set forth above, the grievant's immediate supervisor shall add his or her comments and any justification he or she considers proper, sign it, and forward it to the Fire Chief without undue delay or, in no case, more than ten (10) calendar days.
- B. If the grievant files a written grievance with the Fire Chief in the manner and within the time limits specified, then a conference shall be held at the request of the employee or the Fire Chief.
- C. The Fire Chief shall inform the employee of his or her action within ten (10) calendar days after receipt of the request of the settlement. The original of the grievance form and the Chief's decision shall be filed in the personnel records of the department.
- D. If no satisfactory settlement has been reached at the departmental level, the employee may, within ten (10) calendar days after being informed by the Fire Chief of his or her decision on the matter, and the reasons thereof, submit the grievance in writing to the City Manager, or his or her duly authorized representative, for determination. Failure of the grievant to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on a basis of the Fire Chief's response.
- E. The City Manager or his duly authorized representative, after a careful review, shall render a final decision on the merits of the grievance, in writing, and return it to the grievant within fifteen (15) calendar days after receiving the grievance. A copy of the written grievance to the City Manager, or his or her duly authorized representative, and of the City Manager's or his or her representative's written decision shall be filed in the personnel records of the department and the grievant's personnel jacket maintained in the Personnel Services Department.

F. After the procedures set forth in this Article have been exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said grievance under the law.

ARTICLE XX

20.0 DUES DEDUCTION AND INDEMNIFICATION

- 20.1 Dues Deduction. The City shall deduct dues, on a regular basis, from the pay of all employees recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a form to be provided for this purpose by the City. The City shall remit such funds to the Association within thirty (30) days following their deduction.
- 20.2 Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits instituted by a member or members of the Association arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit, to the Association, monies deducted from the employees pursuant to this Article.

ARTICLE XXI

21.0 CITY RIGHTS

21.1 The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar nondisciplinary reason, subject to the provisions

of the City Charter, Municipal Code, Federal and state law and this Agreement.

- K. To establish and modify productivity and performance programs and standards.
 - L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions set forth in the City Charter and Santa Ana Municipal Code.
 - M. To determine job classifications and to reclassify employees.
 - N. To hire, transfer, promote and demote employees for nondisciplinary reasons in accordance with this Agreement.
 - O. To determine policies, procedures, and standards for selection, training and promotion of employees.
 - P. To establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith.
 - Q. To maintain order and efficiency in its facilities and operations.
 - R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
 - S. To take any and all necessary action to carry out the mission of the City in emergencies.
- 21.2 Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact on a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Agreement.

ARTICLE XXII

22.0 STRIKES AND WORK STOPPAGES

22.1 Prohibited Conduct.

- A. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.
- B. Any employee who participates in any conduct prohibited in Subsection A above shall be subject to suspension, demotion or dismissal by the appointing authority.

22.2 Association Responsibility. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Subsection A, Section 21.1 above of this Article, Prohibited Conduct, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and unlawful, and they must immediately cease engaging in the conduct prohibited in said Subsection A, Section 21.1, and return to work.

ARTICLE XXIII

23.0 SOLE AND ENTIRE AGREEMENT

- 23.1 It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel rules and regulations or administrative codes, provisions of the City, oral and written, express or implied between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law or the City Charter.
- 23.2 The City will continue to administer its employee relations and its personnel policies and procedures in accordance with duly-adopted ordinances and resolutions and the affected employees will continue to be governed thereby during the term of this Agreement.

ARTICLE XXIV

24.0 WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

24.1 During the term of this Agreement, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, unless required by specific provision of this Agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Agreement. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Agreement.

ARTICLE XXV

25.0 SEPARABILITY PROVISION

25.1 Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, provided that if any such affected provisions invalidate or void any benefits of employees covered hereunder, the parties shall forthwith commence negotiations to replace the invalidated benefits with benefits of comparable value.

ARTICLE XXVI

26.0 TERM OF AGREEMENT

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

If this Agreement is not replaced by a new Agreement between the City of Santa Ana and the Association before June 30, 2008, then it is agreed that all provisions of this Agreement will remain in place until a new agreement is reached.

ARTICLE XXVII

27.0 RATIFICATION AND EXECUTION

27.1 The City and the 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 the Association and entered into this 6th day of June 2005.

CITY OF SANTA ANA, a municipal
corporation of the State of
California

Dated: _____

By: _____
MAYOR

Dated: _____

By: _____
CITY MANAGER

Dated: _____

By: _____
EMPLOYEE RELATIONS MANAGER

Dated: _____

By: _____
SANTA ANA FIRE MANAGEMENT
ASSOCIATION

ATTEST:

CLERK OF THE COUNCIL

APPROVED AS TO FORM:

CITY ATTORNEY

This Agreement has been ratified by the membership of the Santa Ana Fire Management Association.

Dated: _____

By: _____

**ASSIGNMENT OF CLASSES REPRESENTED
BY THE SANTA ANA FIRE MANAGEMENT ASSOCIATION
TO SALARY RATE RANGES FOR
FISCAL YEARS 2004-05, 2005-06, 2006-07 and 2007-08**

<u>CLASS TITLE</u>	<u>FIRE MGMT GROUP</u>	<u>SALARY RATE RANGES EFFECTIVE:</u>					
		<u>7-01-04</u>		<u>7-01-05</u>		<u>7-01-06</u>	<u>7-01-07</u>
		<u>NO.</u>	<u>(MIN - MAX)</u>	<u>NO.</u>	<u>(MIN B MAX)</u>	<u>NO.</u>	<u>NO.</u>
<u>CalPERS ASafety@ Member Classes</u>							
Deputy Fire Chief	A-1	FM-28	(\$7,963-11,253)	FM-28	(\$7,963-11,253)	*	*
Fire Battalion Chief	B	M733	(\$7,463- 9,073)	M745	(\$7,913- 9,625)	*	*
<u>CalPERS AMiscellaneous@ Member Classes</u>							
Fire Communications Manager	B	M686	(\$5,934-7,211)	M686	(\$5,934-7,211)	*	*
Fire Marshal	A-2	FM-19	(\$6,376-9,011)*	FMFM19	(\$6,759-9,551)*	*	*

*Salary steps for FMA Group A-1 and A-2 and salary rate ranges for FMA Group B to be determined by increases received by the Firemen=s Benevolent Association (FBA) effective 7-01-06 and 7-01-07, respectively. During fiscal year beginning July 1, 2004 through June 30, 2005, the class of Fire Marshal shall be assigned to Salary Schedule FMA, Group A-1. Effective July 1, 2005, the class of Fire Marshal shall thereafter be assigned to Salary Schedule FMA, Group A-2.

**SALARY SCHEDULE NO. FMA GROUP A-1
SCHEDULE OF SALARY RATE RANGES FOR REPRESENTED FIRE MANAGEMENT
GROUP A CLASSES OF EMPLOYMENT (EFFECTIVE 7-1-04)**

	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
FM-15	5777	5921	6069	6221	6376	6536	6699	6867	7039	7215	7396	7580	7770	7963	8163
FM-16	5921	6069	6221	6376	6536	6699	6867	7039	7215	7396	7580	7770	7963	8163	8367
FM-17	6069	6221	6376	6536	6699	6867	7039	7215	7396	7580	7770	7963	8163	8367	8576
FM-18	6221	6376	6536	6699	6867	7039	7215	7396	7580	7770	7963	8163	8367	8576	8791
FM-19	6376	6536	6699	6867	7039	7215	7396	7580	7770	7963	8163	8367	8576	8791	9011
FM-20	6536	6699	6867	7039	7215	7396	7580	7770	7963	8163	8367	8576	8791	9011	9235
FM-21	6699	6867	7039	7215	7396	7580	7770	7963	8163	8367	8576	8791	9011	9235	9465
FM-22	6867	7039	7215	7396	7580	7770	7963	8163	8367	8576	8791	9011	9235	9465	9703

FM-23	7039	7215	7396	7580	7770	7963	8163	8367	8576	8791	9011	9235	9465	9703	9945
FM-24	7215	7396	7580	7770	7963	8163	8367	8576	8791	9011	9235	9465	9703	9945	10193
FM-25	7396	7580	7770	7963	8163	8367	8576	8791	9011	9235	9465	9703	9945	10193	10449
FM-26	7580	7770	7963	8163	8367	8576	8791	9011	9235	9465	9703	9945	10193	10449	10709
FM-27	7770	7963	8163	8367	8576	8791	9011	9235	9465	9703	9945	10193	10449	10709	10978
FM-28	7963	8163	8367	8576	8791	9011	9235	9465	9703	9945	10193	10449	10709	10978	11253
FM-29	8163	8367	8576	8791	9011	9235	9465	9703	9945	10193	10449	10709	10978	11253	11534
FM-30	8367	8576	8791	9011	9235	9465	9703	9945	10193	10449	10709	10978	11253	11534	11822
FM-31	8576	8791	9011	9235	9465	9703	9945	10193	10449	10709	10978	11253	11534	11822	12118
FM-32	8791	9011	9235	9465	9703	9945	10193	10449	10709	10978	11253	11534	11822	12118	12421
FM-33	9011	9235	9465	9703	9945	10193	10449	10709	10978	11253	11534	11822	12118	12421	12731
FM-34	9235	9465	9703	9945	10193	10449	10709	10978	11253	11534	11822	12118	12421	12731	13048
FM-35	9465	9703	9945	10193	10449	10709	10978	11253	11534	11822	12118	12421	12731	13048	13374

SALARY SCHEDULE FMA GROUP A-2
SCHEDULE OF SALARY RATE RANGES FOR REPRESENTED FIRE MANAGEMENT (FIRE MARSHAL)
GROUP A CLASSES OF EMPLOYMENT (EFFECTIVE 7-1-05)

	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
FMFM19	6759	6928	7101	7279	7461	7648	7839	8035	8236	8442	8653	8869	9091	9318	9551
FMFM20	6928	7101	7279	7461	7648	7839	8035	8236	8442	8653	8869	9091	9318	9551	9790
FMFM21	7101	7279	7461	7648	7839	8035	8236	8442	8653	8869	9091	9318	9551	9790	10035
FMFM22	7279	7461	7648	7839	8035	8236	8442	8653	8869	9091	9318	9551	9790	10035	10286
FMFM23	7461	7648	7839	8035	8236	8442	8653	8869	9091	9318	9551	9790	10035	10286	10543
FMFM24	7648	7839	8035	8236	8442	8653	8869	9091	9318	9551	9790	10035	10286	10543	10807
FMFM25	7839	8035	8236	8442	8653	8869	9091	9318	9551	9790	10035	10286	10543	10807	11077
FMFM26	8035	8236	8442	8653	8869	9091	9318	9551	9790	10035	10286	10543	10807	11077	11354
FMFM27	8236	8442	8653	8869	9091	9318	9551	9790	10035	10286	10543	10807	11077	11354	11638
FMFM28	8442	8653	8869	9091	9318	9551	9790	10035	10286	10543	10807	11077	11354	11638	11929
FMFM29	8653	8869	9091	9318	9551	9790	10035	10286	10543	10807	11077	11354	11638	11929	12227
FMFM30	8869	9091	9318	9551	9790	10035	10286	10543	10807	11077	11354	11638	11929	12227	12532

SALARY SCHEDULE NO. FMA-GROUP B

BASIC SALARY SCHEDULE FOR FIRE MANAGEMENT GROUP B CLASSES

This basic salary schedule provides for a number of ranges of pay rates (salary rate ranges), each comprised of five pay steps or rates. The salary rate ranges are identified by the letter "M", and a three-digit number. Steps are identified by the letters "A" to "E" inclusive. The purpose of each step and the length of service and other criteria required for advancement within the rate range are defined below.

- A - Lowest step in range
- B - Shall be granted on the first day of the month following completion of one year of continued satisfactory and efficient service.
- C - Same as B.
- D - Same as B.
- E - Same as B.

NOTE: A performance appraisal shall be required for movement through the steps.

SALARY SCHEDULE MATRIX

In the following salary schedule matrix, each salary rate range is identified by a three-digit number preceded by the letter "M". 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 salary rate range number locates "A" step of the range and steps "B", "C", "D" and "E" are found in the column directly below "A" step. For example, "A" step of range number M601 is found to be \$3915 by moving down the far left column to the number 60 (the first two digits of the range number), then horizontally to column 1 (the third digit of the range number). The "A" step of \$3915 has the remaining steps shown directly below. Thus the full, five-step range is 3915-4111-4317-4533-4764. In the same manner, range number M655 is found to be 5101-5356-5623-5905-6200.

	0	1	2	3	4	5	6	7	8	9
M54	2907	2921	2936	2950	2965	2980	2995	3010	3025	3040
M55	3052	3067	3082	3098	3113	3129	3144	3160	3176	3192
M56	3205	3221	3237	3253	3269	3285	3302	3318	3335	3352
M57	3365	3381	3398	3415	3432	3449	3467	3484	3501	3519
M58	3533	3550	3568	3586	3604	3622	3640	3658	3676	3695
M59	3710	3728	3747	3765	3784	3803	3822	3841	3861	3880
M60	3896	3915	3935	3954	3974	3994	4014	4034	4054	4074
M61	4091	4111	4132	4152	4173	4194	4215	4236	4257	4278
M62	4296	4317	4339	4360	4382	4404	4426	4448	4470	4493
M63	4511	4533	4556	4579	4601	4624	4648	4671	4694	4718

M64	4741	4764	4787	4810	4834	4858	4882	4906	4930	4954
M65	4978	5002	5026	5051	5076	5101	5126	5151	5176	5201
M66	5226	5252	5278	5304	5330	5356	5382	5408	5434	5461
M67	5488	5515	5542	5569	5596	5623	5650	5678	5706	5734
M68	5762	5790	5818	5847	5876	5905	5934	5963	5992	6021
M69	6050	6080	6110	6140	6170	6200	6230	6260	6291	6322
M70	6353	6384	6415	6446	6478	6510	6542	6574	6606	6638
M71	6670	6702	6735	6768	6801	6835	6869	6903	6937	6971
M72	7005	7039	7073	7107	7141	7176	7211	7247	7283	7319
M73	7355	7391	7427	7463	7499	7535	7571	7609	7647	7685
M74	7723	7761	7799	7837	7875	7913	7951	7989	8029	8069
M75	8109	8149	8189	8229	8269	8309	8349	8389	8431	8473
M76	8515	8557	8599	8641	8683	8725	8767	8809	8853	8897
M77	8941	8985	9029	9073	9117	9161	9205	9250	9296	9342
M78	9388	9434	9482	9529	9577	9625	9673	9721	9770	9819
M79	9857	9906	9955	10005	10055	10105	10156	10207	10258	10309
M80	10350	10401	10453	10506	10558	10611	10664	10717	10771	10825
M81	10868	10922	10976	11031	11086	11142	11198	11254	11310	11366
M82	11411	11468	11525	11583	11640	11699	11757	11816	11875	11934
M83	11982	12041	12102	12162	12223	12284	12345	12407	12469	12532
M84	12581	12643	12707	12770	12834	12898	12963	13027	13093	13158