

RESOLUTION NO. 11598

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RESCINDING RESOLUTION NO. 11494 AND ALL AMENDMENTS THERETO AND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE ORANGE CITY FIRE MANAGEMENT ASSOCIATION CONCERNING CLASSIFICATION MATTERS EFFECTIVE JULY 1, 2023 THROUGH AND INCLUDING JUNE 30, 2026

WHEREAS, the City of Orange, hereinafter referred to as “City”, and the Orange City Fire Management Association, hereinafter referred to as “Association”, collectively the “Parties”, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, on June 27, 2023, the City Council of the City of Orange adopted Resolution No. 11470, a Resolution of the City Council of the City of Orange Establishing a Letter of Understanding between the City of Orange and the Association effective July 1, 2023; and

WHEREAS, on October 10, 2023, the City Council of the City of Orange adopted Resolution No. 11494, a Resolution of the City Council of the City of Orange Establishing a Memorandum of Understanding, hereinafter referred to as “MOU”, between the City of Orange and the Association effective July 1, 2023 through and including June 30, 2026; and

WHEREAS, on February 18, 2025 the Parties have agreed to a limited reopener for the sole purpose of incorporating the non-sworn classifications of Senior Emergency Medical Services Manager and Emergency Medical Services Manager from the Executive/Senior Management Resolution into the Orange City Fire Management Association with no impact to base salary, continuity of uniform allowance, and eligibility to receive educational incentive pay; and the City Council desires to rescind Resolution No. 11494 and all amendments thereto for said classifications, as set forth in the MOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached MOU is approved and incorporated by reference as Exhibit A as fully set forth herein.

ADOPTED this 25th day of February 2025.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Nathalie Adourian, Senior Assistant City Attorney, City of Orange

Attachment: Exhibit A

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 25th day of February 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Exhibit A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ORANGE AND THE
ORANGE CITY FIRE MANAGEMENT
ASSOCIATION**

JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE I

RECOGNITION OF ASSOCIATION

SECTION 1. Pursuant to the provisions of the Employer-Employee Relations Resolution No. 3611 of the City of Orange, and amendments hereto, the City of Orange, hereinafter referred to as "City", for the purpose of meeting its obligations under the Meyers-Miliias-Brown Act (Government Code Section 3500 et. seq.), Employee Relations Resolution No. 3611 and this Memorandum of Understanding, hereinafter referred to as "MOU", has recognized the Orange City Fire Management Association, hereinafter referred to as "Association", as the majority representative of the employee classification of the Fire Department as set forth in Exhibit A. As majority representative, the Association is empowered to act on behalf of all employees who hold positions in classifications covered by this MOU whether or not they are individually members of the Association.

The City and the Association have reached an agreement on an updated Employer-Employee Labor Relations Resolution, which shall be adopted by City Council at a future date once all City bargaining groups have had an opportunity to review.

SECTION 2. Any modification or interpretation of the rights of the parties concerning recognition set forth above shall only be established in accordance with Federal and/or State law.

ARTICLE II

NON-DISCRIMINATION

SECTION 1. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Section 3500 et. seq.

SECTION 2. In accordance with Federal and State law, the City and the Association agree that they shall not discriminate against any employee on the basis of actual or perceived race, color, national origin, religion, sex, gender, gender identity, physical or mental disability, medical condition (cancer-related or genetic information), ancestry, marital status, age, sexual orientation, citizenship, pregnancy, childbirth or related medical condition, status as a covered veteran, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994) or any other lawfully protected class. The City and the Association shall reopen any provision of this MOU 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 MOU in compliance with Federal or State anti-discrimination laws.

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ARTICLE III

SALARIES

SECTION 1. BASIC COMPENSATION PLAN. A basic compensation plan is established for all employees covered by this MOU who are now employed, or will in the future be employed, in the designated classification title listed in this MOU in Exhibit A.

SECTION 2. SALARIES. Salaries and their effective dates for employees covered by this MOU are as listed in Exhibit A. The salary ranges shall be identified by number, and the steps by the letters A to F.

SECTION 3. HOURLY RATE.

- A. **Suppression Personnel.** For all employees who have a weekly work schedule of 55.9 hours, the equivalent hourly rate of pay shall be the monthly rate times twelve (12) divided by 2906 annual hours.
- B. **All Other Personnel.** For all employees who have a regular weekly work schedule of forty (40) hours, the equivalent hourly rate of pay shall be the monthly rate times twelve (12) divided by 2080 annual hours.

SECTION 4. BEGINNING RATES. Fire Battalion Chiefs, including those appointed to a temporary position, will begin at C Step, with a minimum of one (1) year of service required before advancing to each proceeding step. However, on the request of the Fire Chief under whom the employee will serve, and with authorization of the Human Resources Director, such employee, upon appointment to a Fire Battalion Chief position, may be placed at step higher than C, depending upon the employee's qualifications.

SECTION 5. SERVICE. The word "service", as used in this MOU, shall be defined to mean continuous, full-time service in the present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.

A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge eliminates the accumulated length of service of such employee for the purpose of this MOU. Such employee re-entering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) calendar year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the separation of employment.

SECTION 6. ADVANCEMENT WITHIN SALARY RANGE. The following regulations shall govern salary advancement:

- A. **Merit Advancement.** Employees shall be considered for advancement through the salary range in yearly increments. Advancement through the salary range may be

granted only for continuous, meritorious and efficient performance, and continued improvement by the employee in the effective performance of duties. A merit increase shall become effective on the first day of the pay period following completion of the length of service required for such advancement. Such merit advancement shall require the following:

The Fire Chief shall file with the Human Resources Director a Personnel Action Form and a completed Performance Evaluation form recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons therefore. If denied by the Human Resources Director, the reason will be provided to the Fire Chief.

- B. Special Merit Advancement. When an employee demonstrates exceptional ability and proficiency in the performance of duties, the Fire Chief may recommend to the Human Resources Director that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this MOU. The Human Resources Director may, on the basis of the Fire Chief's recommendation, approve and effect such special merit advancement.
- C. Length of Service Required After A Merit Advancement is Denied. When an employee is not approved for a merit advancement to the higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same action as provided in Section 6, Subsection A.

SECTION 7. PROBATIONARY PERIOD AND PROMOTION.

- A. Probationary Period for New Employees. The probationary period for new employees shall be for a period of one (1) year (365 days) from date of hire in order to demonstrate suitability for the job. The employee shall attain regular status in the classification upon successful completion of the probationary period. For good cause, with the approval of the Human Resources Director, the Fire Chief may extend such probationary period.
- B. Probationary Period for Promoted Employees. An employee who is promoted to a classification shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. The probationary period shall be one (1) year (365 days) from the date of promotion or date of hire for lateral appointments. For good cause, with the approval of the Human Resources Director, the Fire Chief may extend such probationary period up to an additional six (6) months. The employee shall attain regular status in the classification upon successful completion of the probationary period. An employee who does not satisfy the standards of the class during the probationary period, shall be notified, in writing. Such notice shall include the reasons for such action. If regular status in the class is not achieved, such employee shall be demoted to the appropriate step in the former classification unless the reasons warrant termination from City employment.

- C. Probationary Period for Temporarily Promoted Employees. The probationary period for employees temporarily promoted to the position of Fire Battalion Chief shall be one (1) year (365 days) from the date of the temporary promotion. If there is a break in serving as a Temporary Fire Battalion Chief which is more than one (1) year (365 days) from the date of the temporary promotion, then the probationary period starts over. If there is a break in serving as a Temporary Fire Battalion Chief which is less than one (1) year (365 days) from the date of the temporary promotion, then all time served as a Temporary Fire Battalion Chief will count toward the probationary period, if said employee is formally promoted.

- D. Salary for Promoted Employees. When an employee is promoted to a position in a higher classification, the employee may be assigned to Step A in the appropriate range for the higher classification; provided, however, that if such employee is already being paid at a rate equal to or higher than Step A, the employee may be placed in that appropriate salary range as will grant the employee an increase of at least one (1) salary step. At the discretion of the Fire Chief and the Human Resources Director, an employee may be granted a salary step increase of up to three (3) salary steps upon promotion.

SECTION 8. DEMOTION. If, pursuant to the provisions of this MOU, an employee is demoted to a position in a lower classification, the new salary rate shall be assigned to the appropriate salary range for the lower classification, and the salary rate shall be reduced by at least one (1) step.

SECTION 9. ASSIGNMENT PAY.

- A. Deputy Chief. Fire Battalion Chiefs assigned as Deputy Chief by the Fire Chief shall receive a sixteen percent (16.0%) salary increase over the base pay of the Fire Battalion Chief position. This form of pay, also referred to as “Lead Worker/Supervisor Premium”, shall be reported to California Public Employees’ Retirement System (CalPERS) as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

- B. Training Officer. Fire Battalion Chiefs assigned as Training Officer shall receive a twelve percent (12.0%) salary increase above the Fire Battalion Chief’s base pay. This form of pay, also referred to as “Safety Officer Training/Coordinator Premium”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(c).

- C. All special assignments shall be made or revoked at the discretion of the Fire Chief. The classifications of Emergency Medical Services Manager and Senior Emergency Medical Services Manager are ineligible for special assignment pay.

SECTION 10. BILINGUAL PREMIUM. Employees covered by this MOU may be assigned by the Fire Chief, with approval of the Human Resources Director, to a bilingual assignment. The Fire Chief shall determine the number of bilingual assignment positions which are necessary based upon a demonstrable need and frequency of use. Employees on bilingual assignment shall receive \$140.00 per month for the duration of the assignment. Employees receiving bilingual assignment compensation may be required to take and pass a proficiency test on an annual or as needed basis, as determined by the Human Resources Department. No permanency or seniority may be obtained in a bilingual assignment and such assignment may be revoked at any time by the Fire Chief, the Human Resources Director, or duly authorized designee. No employee shall be required to perform a Bilingual Assignment on a regular basis or employ bilingual skills on a regular basis who is not receiving bilingual pay pursuant to this Section. This form of pay, also referred to as “Bilingual Premium”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

SECTION 11. LONGEVITY PAY. Sworn employees shall be eligible to receive a monthly Longevity Pay according to the chart below. Years of service will be defined as the total number of years of service with the Orange City Fire Department. This form of pay, also referred to as “Longevity Pay”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(1), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(1).

Years of Service	Monthly Premium
20	\$550.00
25	\$750.00

ARTICLE IV

WORK WEEK – WORK SCHEDULE

SECTION 1. SUPPRESSION PERSONNEL. Fire suppression employees will work an average work week of 55.9 hours.

SECTION 2. ALL OTHER PERSONNEL. All other employees will work a work week of forty (40) hours [four (4) consecutive ten (10) hour days]. The meal period will be considered time worked as provided by the Fair Labor Standards Act (FLSA) for employees on this 4/10 work schedule.

SECTION 3. Fire suppression employees shall be assigned to a 48/96 work schedule. The 48/96 work schedule consists of three (3) Shifts (A, B, and C), with each Shift scheduled to work two (2) consecutive twenty-four (24) hour shifts commencing at 0700, followed by four (4) consecutive twenty-four (24) hour shifts off.

SECTION 4. The work cycle for suppression employees will be eight (8) days within a twenty-four (24) day work period.

ARTICLE V

OVERTIME CALL BACK PAY – SHIFT EXCHANGE

SECTION 1. COMPENSATORY OVERTIME. Compensatory time shall be paid as follows:

- A. For fire suppression employees who work an average work week of 55.9 hours, compensatory time shall accumulate at the premium rate of one and one-half (1½) hours of compensatory time for each one (1) hour of overtime actually worked in excess of the employee's regularly scheduled working hours for a twenty-four (24) day work period.
- B. For employees who work an average work week of forty (40) hours, compensatory time shall be accumulated at the premium rate of one and one-half (1½) hours of compensatory time for each one (1) hour of overtime actually worked during the employee's regular work week.
- C. Only time actually worked shall count in the computation of overtime, except for call back in accordance with Section 6 of this Article.
- D. Compensatory time for overtime will be accumulated in one-quarter (¼) hour increments. Where an employee works less than one-quarter (¼) hour of overtime per day, the employee shall not receive compensatory time for overtime of less than one-quarter (¼) hour. In order to be entitled to compensatory time, such compensatory time must be authorized by the Fire Chief or duly authorized designee. All compensatory time, except holiday compensatory time, shall be subject to a 240-hour cap at any given time. Any compensatory time accrued over 240 hours shall be automatically paid to the employee in the following pay period. Accumulated compensatory time not taken off in the calendar year in which it was earned may be carried over to the next year up to a maximum of eighty (80) hours. Any accumulated compensatory time carried over to a succeeding calendar year must be used during the calendar year or it shall be automatically paid on the first pay period of the new calendar year.

- E. Upon promotion to Fire Battalion Chief, the City shall pay 100% of all prior compensatory time earned at the Fire Captain salary rate to the employee.

SECTION 2. PAYMENT UPON SEPARATION. Employees shall be entitled to receive payment for all accumulated compensatory time upon their separation.

SECTION 3. USAGE OF COMPENSATORY TIME PREVIOUSLY EARNED. Accumulated compensatory time off may be taken by an employee upon reasonable notice and prior approval of the Fire Chief. In any instance involving the use of a fraction of a day's compensatory time, the minimum charge to the employee's compensatory time account shall be one-quarter (¼) hour.

SECTION 4. OVERTIME (PAID OVERTIME). Compensatory time shall be paid at the regular rate of pay or equal time off, when authorized by the Fire Chief or duly authorized designee.

- A. Overtime shall be paid at the regular rate of pay and paid during the pay period in which it was earned. For employees with an average work week of 55.9 hours, premium pay shall be calculated at one and one-half (1½) times the employee's regular rate of pay for actual hours worked in excess of 182 hours during a twenty-four (24) day work period. Hours eligible for premium pay shall equal regular hours, plus overtime hours worked, minus leave time (sick leave, vacation, compensatory time off), minus 182. This form of pay, also referred to as "Fair Labor Standards Act", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5), and pensionable compensation for New Members pursuant to CalPERS Regulations, for Section 571.1(a)(4). Premium pay shall be paid in the pay period in which the twenty-four (24) day work period ends. Compensatory time may be accrued in lieu of receiving pay for those hours eligible for premium pay.
- B. For employees with an average work week of forty (40) hours, premium pay shall be calculated at one and one-half (1½) times the employee's regular rate of pay for the actual hours worked in excess of forty (40) hours in a seven (7) day work week. Hours eligible for premium pay shall equal regular hours plus overtime hours worked minus leave time (sick leave, vacation, compensatory time off), minus forty (40). Premium pay shall be paid in the pay period in which it was earned. Compensatory time may be accrued in lieu of receiving pay for those hours eligible for premium pay.

SECTION 5. Nothing herein is intended to limit or restrict the authority of the City to require any employee to perform overtime work.

SECTION 6. CALL BACK PAY.

- A. When a fire suppression employee is required to report back to work after completing a normal work shift, and having left City premises and/or work locations, the fire suppression employee shall receive a minimum of three (3) hours of compensatory time as call back pay. Forty (40) hour employees will receive two (2) hours minimum as compensatory time for call back pay. Call back compensatory time shall be paid at

the premium rate of time and one-half of pay or equal time off, when authorized by the Fire Chief or duly authorized designee.

- B. During times of disaster, when so proclaimed by the Mayor of the City, overtime for all fire employees shall be computed as though the fire employee worked a forty (40) hour week.

SECTION 7. SHIFT EXCHANGE.

- A. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, except in the case of emergency. No financial obligation shall accrue to the City as a result of the operation of this provision.
- B. It shall be the responsibility of the individual who has agreed to work to report for duty, or, if unable to report for duty, make arrangements for a replacement. In the event the employee is unable to find a replacement, the City may hire an overtime replacement and charge the vacation or compensatory time of the individual who was unable to report for duty.

SECTION 8. REIMBURSEMENT FROM CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL-OES). The City will compensate its employees overtime in accordance with the current MOU, portal to portal, while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

ARTICLE VI

HEALTH BENEFITS

SECTION 1. HEALTH INSURANCE. The City contracts with the CalPERS to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

- A. **Flexible Benefits Plan.** The City shall provide a Section 125 Flexible Benefits Plan for active full-time and part-time eligible employees and pay the following monthly amounts to provide funds towards optional health plans, dental plans, vision plans, health care reimbursement, dependent care, or cash as established by the Internal Revenue Service. The following amounts include the minimum amount required under PEMHCA, which is \$151.00 per month (\$157.00 for 2024). This contribution shall be adjusted annually on January 1st to the amount set by the CalPERS Board of Administration.

Effective Date	Monthly Contribution
January 1, 2023	\$1,955.00
January 1, 2024	\$2,005.00
January 1, 2025	\$2,055.00
January 1, 2026	\$2,105.00

- B. Any excess amounts designated in Subsection 1A necessary to maintain benefits under any plan selected by the employee shall be borne by the employee.
- C. Waiver. An employee may choose to not be enrolled in the Health Benefits Plans. If an employee chooses not to be enrolled in a health plan, the employee must provide proof of group medical insurance coverage (e.g., coverage under a spouse’s employer’s plan) that is compliant with the Affordable Care Act (ACA), as determined by the Human Resources Department. Based upon determination that group medical insurance coverage is in full force and effect eligible employees through June 17, 2023, shall receive the monthly contribution of \$1,955.00. Effective June 18, 2023, the cash in lieu medical waiver amount of \$500.00 per month will remain fixed indefinitely. In the case of future promotional hires from Fire Local 2384 to Association, the waiver amount will be \$500.00 per month, irrespective of the waiver amount that Fire Local 2384 employees are receiving under their said MOU. In the event the employee loses eligibility (with documentation), then the employee shall enroll in the CalPERS Health Benefits Plan pursuant to their rules and regulations. Failure to do so within sixty (60) calendar days shall result in the City seeking reimbursement of said contributions. Additionally, no employee of the City or their covered dependents, may be simultaneously enrolled under two or more CalPERS health insurance plans at the same time.
- D. Retired Annuitant. The City shall contribute toward the payment of premiums under the CalPERS Health Benefits Plan to each eligible retiree annuitant of CalPERS to the extent required by law, which is a contribution of \$151.00 per month (\$157.00 for 2024). This contribution shall be adjusted annually on January 1st to the amount set by the CalPERS Board of Administration.

SECTION 2. LIFE INSURANCE. The City shall contribute the full premium towards a \$75,000.00 life insurance benefit. The City shall have the right to change life insurance carriers and administer the life insurance benefits provided herein.

SECTION 3. DISABILITY INSURANCE. The City shall make a contribution to the Orange City Firefighters, Inc. Local 2384 of the International Association of Fire Fighters, AFL-CIO, of \$54.05 per month per regular full-time employee of the Orange City Fire Management Association to be applied toward a long-term disability insurance benefit plan offered by the Orange City Firefighters and selected by the Orange City Fire Management Association. Such plan shall be open to all Fire Management employees and the Association shall hold the City harmless, defend, and indemnify the City for any claims regarding the administration or payment of claims under any Association or Union sponsored plan.

ARTICLE VII

EDUCATIONAL REIMBURSEMENT, PROFESSIONAL DEVELOPMENT, AND INCENTIVE PROGRAMS

SECTION 1. EDUCATIONAL REIMBURSEMENT. The City will reimburse employees for the cost of tuition, textbooks, parking fees, and health fees required for approved college courses, and courses certified through California State Fire Training at the Federal, State, and Local level. An approved course is one designed to directly improve the knowledge of the employee relative to an employee's specific job and must be approved by the Fire Chief and the Human Resources Director prior to registration. Full reimbursement up to the amount specified below will be provided based upon completion of the approved course(s) with a final grade of C or better or a Pass in a pass/fail course. Educational reimbursement payments to an employee shall not exceed \$1,500.00 in one (1) fiscal year. The employee must still be employed by the City when the course is completed.

SECTION 2. PROFESSIONAL DEVELOPMENT. The City agrees to allow employees to receive reimbursement of up to \$800.00 out of the \$1,500.00 Educational Reimbursement incentive allotted per fiscal year for activities which aid in their professional development. Reimbursable professional development includes the following:

- 1) Registration fee for job-related professional conferences and seminars; and
 - 2) Payment of membership dues in community and professional organizations; and
 - 3) Purchase of job-related professional journals, books, and other written materials which further their knowledge and improve their effectiveness in their duties.
- A. Participation and/or purchase must be approved in advance by the Fire Chief and the Human Resources Director.
- B. The intent of the above benefit is to recognize and encourage employees to pursue educational and public relations-oriented activities beyond those normally budgeted for by their departments and in which they are directed to participate. Approved activities are those which may be expected to further their knowledge of their jobs and the Orange community and which contribute to their improved effectiveness. Cost associated with travel, lodging, meals (or per diem), and parking are not eligible for reimbursement. The Fire Department may continue to budget funds for employee attendance at professional conferences and seminars for payment of professional membership dues and for the purchase of books, journals, and related written materials which enhance the employee's knowledge.

SECTION 3. EDUCATIONAL INCENTIVE PROGRAM. The classification of Fire Battalion Chief, Senior Emergency Medical Services Manager, and Emergency Medical Services Manager

shall be eligible to receive Educational Incentive pay according to the chart below. Employees who qualify for this pay shall be compensated one (1) of the following monthly amounts:

Education Level	Monthly Incentive
AA/AS Degree	\$200.00
BA/BS Degree	\$550.00
MA/MS Degree	\$750.00

This incentive pay shall become effective on the first day of the pay period following submission of official transcripts. Failure to make timely application will reduce benefits as no retroactivity provided. This form of pay, also referred to as “Educational Incentive”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(2).

SECTION 4. URBAN SEARCH AND RESCUE CERTIFICATION. The City shall provide an Urban Search and Rescue (USAR) certification incentive of \$75.00 per month for qualified employees, as approved by the Fire Chief. This certification incentive shall become effective on the first day of the pay period following submission of proof of certification. This form of pay, also referred to as “Educational Incentive”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).

SECTION 5. CHIEF FIRE OFFICER CERTIFICATION. The City shall provide a Chief Fire Officer certification incentive of \$150.00 per month for qualified employees. This certification incentive shall become effective on the first day of the pay period following submission of proof of certification. This form of pay, also referred to as “Educational Incentive”, shall be reported to CalPERS as special compensation and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).

SECTION 6. CALIFORNIA INCIDENT COMMAND CERTIFICATION SYSTEM (CICCS). The City shall provide a \$200.00 per month incentive for employees who are certified as a CICCS Strike Team Leader. This certification incentive shall become effective on the first day of the pay period following submission of proof of certification. This form of pay, also referred to as “Educational Incentive”, shall be reported to CalPERS as special compensation and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(a)(2).

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ARTICLE VIII

UNIFORMS

SECTION 1. The City will purchase uniforms for all uniformed members of the Fire Department. Uniform allowance and/or the monetary value of required clothing shall be reported to CalPERS for sworn personnel in the amount of \$800.00 annually. The non-sworn classifications of Senior Emergency Medical Services Manager and Emergency Medical Services Manager are eligible to receive \$400.00 annually. This form of pay, also referred to as “Uniform Allowance”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5). However, this form of pay is not pensionable compensation for New Members hired after January 1, 2013, pursuant to PEPRRA.

SECTION 2. Safety equipment, including protective clothing or devices required of employees in the performance of their duties, shall be furnished by the City.

SECTION 3. All uniforms and/or safety equipment purchased by the City shall remain property of the City.

ARTICLE IX

HOLIDAYS

SECTION 1.

A. All employees in this unit work without regard to Holidays.

B. The following are paid holidays in accordance with this Article:

- 1) January 1st (New Year’s Day)
- 2) The third Monday in February (Presidents’ Day)
- 3) The last Monday in May (Memorial Day)
- 4) July 4th (Independence Day)
- 5) The first Monday in September (Labor Day)
- 6) November 11th (Veterans Day)
- 7) Fourth Thursday in November (Thanksgiving Day)
- 8) Fourth Friday in November (day after Thanksgiving Day)
- 9) One-half day before Christmas (Christmas Eve) – [regular employees receive five (5) hours and suppression employees receive six (6) hours – see Section 3]
- 10) December 25th (Christmas Day)
- 11) Two (2) Floating Holidays

SECTION 2.

A. Fire suppression employees who work an average work week of 55.9 hours shall receive holiday pay in lieu of holiday time off. The employee shall have the option

annually to have holiday pay paid out in one of two ways: receive the holiday hours in pay for each occurrence in the pay period that the holiday falls within, or, holiday hours shall be accrued and paid-off twice a year, with the pay-offs occurring in the pay period that includes Memorial Day and the pay period that includes Thanksgiving Day.

- B. One (1) working day equals twelve (12) hours for suppression employees.
- C. Fire employees who have a regular forty (40) hour work week shall receive ten (10) hours off with pay for such holidays.
- D. As set forth in this MOU, the terms “holiday pay” or “holiday pay in lieu of time off” shall be defined as cash compensation in the same amount the affected employee would have received had the employee taken the holiday off with pay, which would include the employee’s base pay, plus premiums that qualify as special compensation as defined in the California Public Employees’ Retirement Law (PERL). With the exception of two (2) Floating Holidays, this form of pay, also referred to as “Holiday Pay”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(4).
- E. Any accumulated holiday compensatory time accrued in excess of 120 hours per calendar year shall be automatically paid to the employee on the first pay period of the new calendar year.

SECTION 3. For those employees whose regular work week is forty (40) hours, in the event any of the above holidays, except Christmas Eve, fall on a Sunday, the following Monday will be deemed a holiday. When any of the above holidays fall on a Saturday, except Christmas Eve, the preceding Friday will be deemed a holiday. If Christmas Eve falls on a Saturday or Sunday, forty (40) hour employees shall be credited with an additional one-half (1/2) day.

SECTION 4. Should an employee whose regular work week is forty (40) hours be required to work on a holiday listed in Section 1 above, the employee shall receive holiday pay and straight time pay for all hours worked on the holiday or the equivalent time off as compensatory time. Work on a holiday must be approved by the Fire Chief. Employees shall receive no other compensation for working a holiday.

SECTION 5. Should any of the holidays listed above fall during the employee's vacation period, the employee shall receive holiday pay for such holidays, which will reduce the charge made against the employee's accumulated vacation.

SECTION 6. For employees who work an average work week of forty (40) hours, the two (2) floating holidays shall be taken at the convenience of the City with approval of the Fire Chief or duly authorized designee.

- A. Employees promoted into this bargaining unit after January 1st shall receive a prorated portion of the two (2) floating holidays during their first calendar year in this bargaining unit.
- B. The floating holiday hours are not accumulative and shall be forfeited should they not be used during the year they are earned.
- C. Employees under this Section whose employment ends with the City prior to using their floating holiday hours shall receive cash reimbursement for said floating holiday hours.

ARTICLE X

VACATION

SECTION 1. Employees accrue paid vacation as indicated in Appendix A.

- A. **SCHEDULE 1:** Applies to Fire Battalion Chiefs who work an average work week of 55.9 hours.
- B. **SCHEDULE 2:** Applies to Fire Battalion Chief, Senior Emergency Medical Services Manager, and Emergency Medical Services Manager who work a regular work week of forty (40) hours.

SECTION 2. Vacation shall be taken at the convenience of the City with the approval of the Fire Chief.

- A. Where possible, such vacation should be taken annually and not accumulated from year to year.
- B. Vacation not in excess of the equivalent amount earned in the immediately preceding twenty-four (24) month period may be accumulated.
- C. Employees shall not accumulate vacation in excess of the equivalent amount earned in the immediately preceding twenty-four (24) month period. Such excess not taken by the employee shall be automatically paid to the employee.

SECTION 3. An employee may convert up to fifty percent (50%) of current annual vacation accrual into pay in lieu of time off with pay. Such conversion may occur once per calendar year.

SECTION 4. Employees who separate employment with the City shall be paid for accrued and unused vacation, if any, and the prorated portion of their final accrual. Prorated vacation shall be on the basis of one-twelfth (1/12) of the employee's annual vacation pay for each full month of service.

ARTICLE XI

OTHER LEAVES OF ABSENCE

SECTION 1. LEAVE OF ABSENCE WITHOUT PAY. For all regular employees as described herein, the following Leave of Absence Without Pay procedure shall apply:

- A. After all available leave benefits, including vacation, compensatory time, and other leave benefits have been completely used, a regular employee, not under suspension, may make written application to the Fire Chief for a leave of absence without pay. No such leave will be considered absent a written application from the employee requesting leave.
- B. If the Fire Chief and the Human Resources Director agree that such leave is merited and in the interest of the City, leave may be granted for a period not to exceed six (6) months following the date of expiration of all other allowable leave benefits.
- C. No employment or fringe benefits such as sick leave, vacation, health insurance, and in some cases retirement, or any other benefits shall accrue to any employee on leave of absence without pay, except as denoted in Subsection D below and under the City's Family Care and Medical Leave Act (FMLA) / California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL) policies. During such leave in excess of five (5) working days, no seniority shall be accumulated.
- D. Subject to and consistent with the conditions of the group medical, dental, vision, life, disability and other insurances may be continued during a leave of absence without pay, provided direct payment of the total premium by the employee is made through and as prescribed by the Payroll Division of the City. The City will pay up to six (6) months of the Flexible Benefit Plan contribution towards insurance premiums for employees who are on an approved long-term disability leave.
- E. At the end of such leave, if the employee desires additional leave, written application must be made through the Fire Chief to the Human Resources Director at least ten (10) days before the end of the leave, stating the reasons why the additional leave is desired and why it would be in the interest of the City to grant such leave of absence. If such additional leave is merited and would still preserve the interest of the City, the Human Resources Director may approve such extension of the leave of absence for a period up to, but not to exceed, an additional six (6) months.
- F. If the employee does not return to work prior to, or at the end of such leave of absence or extension of leave of absence, the employee shall be considered to have resigned from employment with the City.
- G. An employee on a leave of absence without pay must give the City at least seven (7) days' written notice of intent to return to work prior to returning to work.

- H. Any employee who engages in outside employment during said leave of absence without prior notification and approval of the Human Resources Director and Fire Chief may be subject to termination.
- I. Any employee who falsifies the reason for the request for said leave of absence, or extension thereof, may be terminated.
- J. Employees granted such leave on the same basis for pregnancy, childbirth, and other medically-related conditions shall retain all seniority rights.
- K. Forms setting forth the benefits available and other pertinent information shall be maintained for distribution in the Human Resources Department.

SECTION 2. JURY DUTY AND WITNESS SERVICE FOR THE CITY.

- A. Jury Duty. When required to serve on a jury while on duty, employees shall have paid time off for a period of actual service required on the jury. Employees shall receive their regular pay while serving on jury duty during their regular working hours, provided all jury fees paid to the employee are turned over to the City, with the exception of automobile expenses allowed. Once an employee has completed jury service, the employee must provide the Certificate of Jury Service to the supervisor to qualify for jury duty compensation.
- B. Witness Service for the City. If an off-duty employee is called as a witness on behalf of the City, the employee shall receive overtime pay. As a condition of receiving pay while serving as a witness for the City, employees shall be required to submit to the City any witness service fees received.
- C. Upon completion of Jury Duty and/or Witness Service for the City, the employee shall contact the Fire Chief, or duly authorized designee, to reconcile the remainder of the employee's work shift.

SECTION 3. MILITARY LEAVE OF ABSENCE. If an employee is deployed or required to attend military training, the employee shall be entitled to military leave of absence under the provisions of State law found in applicable sections of the California Military and Veterans Code. Employees must provide a copy of their military orders and Leave and Earnings Statements (LES) if requested, to the Human Resources Department to qualify for a military leave of absence. Any exceptions to this provision shall be considered on a case-by-case basis, with final approval of the Human Resources Director.

SECTION 4. SICK LEAVE. Sick leave shall accrue, be credited, and accumulated in accordance with the following:

- A. For employees who work an average work week of 55.9 hours, twelve (12) hours of sick leave will accrue for each month of continuous service.

- B. For employees who work a regular work week of forty (40) hours, eight (8) hours of sick leave will accrue for each month of continuous service.
- C. All non-benefited employees shall accrue sick leave as required by State law.
- D. For employees who work an average work week of 55.9 hours, sick leave will be charged at the rate of one (1) shift [twenty-four (24) hours] for each work shift an employee is absent.
- E. For employees who work a regular work week of forty (40) hours, sick leave will be charged at the rate of one (1) day [ten (10) hours] for each work day an employee is absent.
- F. In any instance involving the use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one-quarter ($\frac{1}{4}$) hour, while additional actual absence of over one-quarter ($\frac{1}{4}$) hour shall be charged to the nearest one-half ($\frac{1}{2}$) hour.

SECTION 5. SICK LEAVE USAGE. Any employee eligible for sick leave shall be granted such leave for the following reasons:

- A. Personal illness or physical incapacity resulting from causes beyond the employee's control, including pregnancy, childbirth, and other medically-related conditions.
- B. Medical, dental, and vision appointments during working hours, when authorized by the Fire Chief or duly authorized designee.
- C. Family Sick Leave. Employees who work a regular work week of forty (40) hours may charge up to forty-eight (48) hours per calendar year to sick leave for reasons of illness or injury of any employee's immediate family. Employees who work an average work week of 55.9 hours may charge up to seventy-two (72) hours per calendar year to sick leave for reasons of illness or injury of an employee's immediate family. "Immediate family" as used in this Subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household, and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, brother, sister, grandchild, or grandparent of the employee, or "designated person" pursuant to AB 1041, regardless of residence.
- D. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code Sections 230(c) and 230.1(a).
- E. Sick leave may be applied only to absence caused by illness or injury (including industrial illness or injury as set forth in Section 7 of this Article) of an employee and may not extend to absence caused by illness or injury of a member of the employee's family, except as set forth in Subsection C above.

- F. The Fire Chief shall be responsible for control of misuse of sick leave benefits if such absence exceeds four (4) consecutive working days for forty (40) hour work week employees or three (3) consecutive twenty-four (24) hour shifts for suppression employees. An employee may be required, as a condition for receiving sick leave pay, to furnish a certificate of illness issued by a licensed physician or nurse, or other satisfactory evidence of illness, in writing.
- G. The Association shall cooperate with the Fire Chief in efforts to ensure sick leave benefits are used appropriately.
- H. Service Retirement. Upon retiring from City service and entering CalPERS as a Retired Annuitant, an employee with a minimum of five (5) years of continuous service to the City shall receive pay for:
 - a. A minimum of twenty (20) years of continuous service to the City shall receive pay for sixty percent (60%) of all accrued and unused sick leave hours; and
 - b. A minimum of twenty-five (25) years of continuous service to the City shall receive pay for seventy percent (70%) of all accrued and unused sick leave hours.
 - c. Employees hired/promoted/transferred into the Association after June 18, 2023, and retire from City service, enter CalPERS as a Retired Annuitant, with a minimum of five (5) years of continuous service to the City shall receive pay for fifty percent (50%) of all accrued and unused sick leave hours.

Sick leave hours shall be deposited into the employee's Retirement Health Savings Plan (RHSP) pursuant Article XII, Section 5.

- I. Service Retirement Pending Industrial Disability Retirement. Following the City's receipt of CalPERS' determination correspondence granting an employee's industrial disability retirement pursuant to CalPERS retirement law, all accrued and unused sick leave shall be paid to the employee.
- J. Industrial Disability Retirement. Following the City's receipt of CalPERS' determination correspondence granting an employee's industrial disability retirement pursuant to CalPERS retirement law, all accrued and unused sick leave shall be paid to the employee. Or, in the alternative, at the employee's timely written request submitted to the Fire Chief, the effective date of the employee's retirement may be delayed by applying some or all of the employee's remaining unused sick leave for service credit, in accordance with Public Employees' Retirement Law. Any unused sick leave not applied for service credit shall be paid to the employee.
- K. Upon the death of an employee while employed by the City, 100% of all accrued sick leave benefits shall be paid to the beneficiary of the deceased employee. Payment will be made when proper authorization is received from the estate of the decedent employee.

SECTION 6. BEREAVEMENT LEAVE. Employees shall be entitled to take up the following amount of paid bereavement leave per incident under the following terms and conditions:

- A. Bereavement Leave may only be used upon the death, or critical illness where death appears to be imminent, of a member of the employee's immediate family. "Immediate family" is used in this MOU as limited to any relation by blood, marriage, or adoption, who is a member of the employee's household (living at the same address), and any parent, substitute parent, parent-in-law, legal guardian, spouse, registered domestic partner, child, brother, sister, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, aunt, or uncle of the employee, regardless of residence.
- B. Days of absence due to bereavement leave shall not exceed three (3) working days per incident for forty (40) hour employees, or two (2) twenty-four (24) hour shifts per incident for 55.9 hour employees. An additional two (2) days of leave may be taken from existing leave accruals, for a maximum of five (5) days total per incident. Bereavement leave shall not accrue and must be used within one (1) year of initial incident date.
- C. An employee on bereavement leave shall inform the immediate supervisor of that fact, and the reasons therefore, as soon as possible. Failure to do so within a reasonable period of time may be cause for denial of bereavement leave with pay for the period of absence. The City may require proof of the relationship as a condition to payment of bereavement leave. Employees wishing to take additional time off for bereavement may use sick leave, vacation, or compensatory time, with approval of the Fire Chief.

SECTION 7. WORKERS' COMPENSATION. Workers' Compensation benefits will be provided as follows:

- A. Safety Employees. Salary continuance for safety employees will be provided in accordance with the current State of California's Division of Workers' Compensation laws and regulations.
- B. Non-Sworn Personnel. Upon acceptance of a work-related injury or illness claim, non-sworn employees shall be granted temporary disability leave in accordance with the current State laws and regulations. For up to 365 days if a City employee is entitled to receive temporary disability payments, the City will contribute additional compensation to allow the employee to receive 100% of their regular rate of pay, or provide full salary continuance, for the first thirty (30) days starting from the date of injury. The employee will then receive eighty percent (80%) of salary for up to an additional 335 calendar days. Temporary disability leave in excess of 365 days will be provided subject to current State regulations and the regular temporary disability Workers' Compensation rate will apply.
- C. Modified Light Duty Work Programs. An employee may be eligible for a temporary modified light duty assignment while recovering from an injury or illness. The

availability of the assignment depends on the restrictive nature of the injury or illness and the availability of light duty. The assignment is subject to approval of the Human Resources Director and Fire Chief.

- D. Course of Employment. Should it be determined by the employee's doctor, or a doctor agreed upon by both parties, or an Administrative Law Judge through the Workers' Compensation Appeals Board that an employee's illness or injury did not arise in the course of the employee's employment with the City or that the employee is not temporarily or permanently incapacitated or disabled as a result of the injury or illness, then the employee's accrued, or if insufficient, future, sick leave shall be charged to reimburse the City for any payments made to the employee pursuant to above.
- E. Physician Pre-Designation. Before a work-related injury, an employee may elect to pre-designate a qualified medical provider if done in accordance with the State of California's Division of Workers' Compensation.
- F. Fringe Benefits. An employee receiving benefits pursuant to Labor Code Section 4850 or temporary disability will continue to receive the City's contribution to the employee's benefit premiums, such as medical plan, dental plan, and vision plan. All authorized deductions will continue as though the employee is on regular work status. If the employee is no longer eligible to receive temporary disability benefits, the employee shall be responsible for paying the benefit premiums. Any contributions to the employee's benefits not paid pending the determination of whether an injury/illness is job-related and compensable shall be paid retroactively if compensability is determined and accepted by the City.
- G. An employee receiving temporary disability payments in accordance with the current State of California Division of Workers' Compensation laws and regulations may use accumulated leave (including sick leave, vacation, compensatory time, etc.) to supplement temporary disability payments to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero, at which time, the employee would no longer be able to supplement the temporary disability payments.

ARTICLE XII

RETIREMENT

SECTION 1. The City participates in the California Public Employees' Retirement System (CalPERS). This participation shall include, but is not limited to, the following retirement benefits for employees.

SECTION 2. Safety Retirement Formula – New Members. Safety employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2.7% @ age 57 retirement formula as set forth in California Government Code Section 7522.25(d). These New Members are subject to the three (3) year final compensation

measurement period set forth in California Government Code Section 7522.32. These New Members shall contribute fifty percent (50%) of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30(c). In all other respects, New Members shall be subject to the terms and requirements of Public Employees' Pension Reform Act (PEPRA).

SECTION 3. Safety Retirement Formula – Classic Members. Safety employees who are not defined as New Members as outlined in Section 2 above are defined as Classic Members of CalPERS and are subject to the 3% @ age 50 retirement formula as set forth in Section 21362.2 of the California Government Code. These Classic Members are subject to the one (1) year final compensation measurement period as set forth in California Government Code Section 20042. These Classic Members shall contribute as member contributions twelve percent (12.00%) of their compensation earnable, on a pre-tax basis, towards the City contribution pursuant to the cost sharing arrangement set forth in California Government Code 20516(f).

SECTION 4. Miscellaneous Retirement Formula – New Members. Miscellaneous employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2% @ age 62 retirement formula as set forth in California Government Code Section 7522.20. These New Members are subject to the three (3) year final compensation measurement period as set forth in California Government Code Section 7522.32. These New Members shall contribute half of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30. In all other respects, New Members shall be subject to the terms and requirements of PEPRA.

SECTION 5. Miscellaneous Retirement Formula – Classic Members. Miscellaneous employees who are not defined as New Members as outlined in Section 4 above are defined as Classic Members of CalPERS and are subject to the 2.7% @ age 55 retirement formula as set forth in Section 21354.5 of the California Government Code. These Classic Members are subject to the one (1) year final compensation measurement period set forth in California Government Code Section 20042. These Classic Members shall contribute eight percent (8%) of their compensation earnable, on a pre-tax basis.

SECTION 6. 1959 CALPERS SURVIVOR BENEFIT. The City provides the 1959 CalPERS Survivor Benefit at the Fourth Level Option (California Government Code Section 21574) for all covered employees. Employees shall pay their \$2.00 monthly contribution through payroll deduction. The City shall pay the employer portion subject to the following limit: in the event the employer portion exceeds \$6.00 monthly, employees pay any portion of the employer portion that exceeds \$6.00 monthly.

SECTION 7. RETIREMENT HEALTH SAVINGS PLAN (RHSP). All Fire Management employees are required to participate in the plan by converting the value of the following forms of compensation, on a tax-deferred basis, into their savings account:

- A. 100% of eligible accrued Sick Leave cashout value at separation from service in accordance with Article XI, Section 5, Subsection H; and

- B. 100% of eligible accrued Vacation Leave cashout value at separation from service.
- C. 100% of eligible accrued Other Leave cashout value at separation from service, as deemed eligible by the Internal Revenue Code.

SECTION 8. RETIREE MEDICAL TRUST.

- A. Acknowledgment. In accordance with the Internal Revenue Code Section 501c and a majority vote of the Orange City Fire Management Association (Association) membership, City acknowledges that Association has entered into an agreement with the IAFF Medical Expense Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust (hereafter, the “Trust”).
- B. Defined Class of Employees Receiving Contributions. Employees receiving contributions to the Trust, as set forth below, consists of all full-time employees represented by the Fire Local 2384 promoting into the Association on or after July 1, 2023. Employees promoted into the Association prior to July 1, 2023, shall be excluded from Trust participation.
- C. Employee Contribution Amount. The City and the Association agree that the City shall withhold a mandatory contribution of \$50.00 per pay period on a pre-tax basis from the pay of every employee in the Defined Class and shall transmit such contributions to the Trust pursuant to the requirements below. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.
- D. Remittance of Contributions. The City shall remit the above contributions directly to the Trust for the duration of the MOU effective the first full pay period occurring after approval of this agreement. Those contributions shall be remitted per pay period, in one aggregate payment, either via Automated Clearing House (ACH) transfer or wire, directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the Employee.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions.

- E. Reporting to the Trust Office. The City shall electronically submit to the Trust Office a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The City shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this

information to the Trust Office whenever the City has notice of changes to the information.

- F. The City shall not incur or be liable for any fees associated with the Trust. The City will only administer payroll deductions toward a qualifying employee benefit plan under the Internal Revenue Code. The City may cease payroll deductions toward the Trust if the City incurred a fee, anticipates incurring a fee, or believes the payroll deductions will expose the City to legal claims or liabilities; provided however, that the City shall provide advance notice to the Association of its intent to cease payroll deductions and allow the Association a reasonable opportunity to discuss and/or absorb any costs to the City. Responsibility for the maintenance and investment of the Trust funds rests solely with the Trust's Board of Trustees.

- G. The Association shall indemnify, defend, and hold harmless the City from any claim, complaint, assessment, penalty, or damages asserted by any person or entity, including any state or federal authority, arising out of Association participation in the Trust, including but not limited to fines, fees, or penalties issued by state or federal taxing authority against the City due to Employee payroll deductions or compensation payouts that are directed to the Trust. Responsibility for the maintenance and investment of the Trust funds rests solely with the Trust's Board of Trustees.

ARTICLE XIII

TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT

SECTION 1. The City has established a Travel and Business Expense Reimbursement Policy, Administrative Policy 4.13, to reimburse City employees when conducting City business, attending business or professional conferences, training seminars, or other travel on authorized City business.

Any employee who is required to travel in the performance of their duties or to attend an authorized meeting or conference or otherwise incurs expenses relating to the conduct of City business shall be reimbursed for reasonable expenses incurred for transportation, meals, lodging, and incidentals as outlined in the Finance Policy referenced above.

ARTICLE XIV

SAFETY STANDARDS

SECTION 1. The City and its employees agree to comply with all applicable Federal, State and Local laws, as well as City policies, which relate to health and safety. In addition, the City and the Association agree to actively pursue the continuation of safe working procedures and environments.

SECTION 2. HEALTH FITNESS STANDARDS. In an effort to improve and maintain the physical and mental wellbeing of all fire safety employees, and to reduce the frequency and severity of work-related injuries and illnesses, the Association and the City agree to the following Health Fitness Standards:

- A. **Smoking and Vaping:** As a condition of employment, employees shall refrain from smoking and/or vaping on duty. Employees will be encouraged to become, or remain, non-smokers/non-vapers and be provided with information and/or training to assist such effort, and the City may provide medical assistance as required.
- B. **Physical Fitness:** The City shall allow and encourage employees to participate in recognized physical fitness programs while on duty which shall not conflict with the Department's ability to provide services or previously scheduled activities.
- C. **Physical Examinations:** The City shall provide optional physical examinations that meet or exceed National Fire Protection Association recommendations for all employees. The results of all exams, except that which is required by law, shall be confidential between the examining physician and the employee.

SECTION 3. PHYSICAL FITNESS INCENTIVE PROGRAM. Employees may receive up to \$395.00 per fiscal year towards reimbursement for items A and/or B below.

- A. Membership in a health/fitness club.
- B. Participation in a weight loss/stop-smoking/wellness/fitness program.

ARTICLE XV

NO STRIKE – NO LOCKOUT

SECTION 1. PROHIBITED ASSOCIATION CONDUCT. The Association, its officers, agents, representatives, and members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute just cause for discharge pursuant to Article XVII.

SECTION 2. PROHIBITED CITY CONDUCT. The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

SECTION 3. ASSOCIATION RESPONSIBILITY. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 of this

Article, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU, and request that all such persons immediately cease engaging in the prohibited conduct and return to work.

If the Association acts in good faith to meet its responsibilities as set forth above, the Association, its officers, agents, representatives, and its members shall not be liable for damages for prohibited conduct engaged in by employees who are covered by this MOU in violation of Section 1 of this Article.

SECTION 4. The City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article.

ARTICLE XVI

CITY MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The City reserves, retains, and is vested with, solely and exclusively, all rights and responsibilities of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights and responsibilities of Management, as they are not abridged by this MOU 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 and organization of any service or activity conducted by the City and expand or diminish services;
- D. To determine the nature, manner, means, and technology 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 location of facilities, methods, technology, means, and size of the workforce 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, economic conditions, or similar non-disciplinary reasons subject to negotiations as required by law;
- K. To establish and modify productivity and performance programs and standards;
- L. To discharge, suspend, demote, or otherwise discipline, employees for just cause, subject to procedural due process pursuant to Article XVII;
- M. To determine job classifications and to reclassify employees and to determine job classifications to be assigned to the Association as a result of a new operation subject to negotiations as required by law;
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU;
- O. To determine standards for selection, training, and promotion of employees pursuant to current City policy;
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith;
- Q. To promulgate reasonable rules and regulations to maintain order and safety in the City which are not in contravention with this MOU;
- R. To maintain order and efficiency in its facilities and operations;
- S. To take any and all necessary action to carry out the mission of the City in emergencies as set forth in Article XXII, Section 4.

SECTION 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 a significant number of employees in the Association, 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 MOU, or in Personnel Rules and Salary Resolutions and Administrative Policies, which are incorporated in this MOU. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

SECTION 3. MUTUAL RESPONSE AGREEMENTS. The City shall continue those mutual response agreements outside the City limits that are currently in effect and to subcontract and enter into agreements with other cities or agencies for the purpose of providing a multi-purpose training facility and communications centers. The City agrees to negotiate with the Association

regarding the impact of any joint training agreement or any new mutual response agreements and/or modifications to current agreements.

ARTICLE XVII

DISCIPLINE AND DISCHARGE – RULES AND REGULATIONS

SECTION 1. The City shall have the right to discipline and discharge employees for just cause.

SECTION 2. Employees shall not be disciplined or discharged for reasons which are arbitrary, and/or capricious, and/or invidiously discriminatory.

SECTION 3. In order to implement the provisions of the Firefighters Procedural Bill of Rights Act (FBOR), as set forth by California Government Code Section 3250 et seq., in harmony with the provisions of the MOU between the City and the Association, the parties hereby agree as follows:

- A. The City shall comply with the provisions of the FBOR as set forth in Government Code Section 3250 et seq. The classifications of Senior Emergency Medical Services Manager and Emergency Medical Services Manager are not covered by the FBOR as they are classified as non-sworn.
- B. Disciplinary actions subject to the grievance procedure set forth in Article XVIII shall include discipline as defined by the FBOR. If the discipline is of a nature that entitles an employee to a hearing under the FBOR, that hearing shall be conducted in conformance therewith. The parties agree that the arbitrator selected pursuant to the procedures in Article XVIII shall act in the capacity of the hearing officer and conduct the hearing in accordance with the FBOR.
 - 1) The Department and the Association shall endeavor to appraise each other of potential disciplinary issues and investigations as soon as appropriate.
 - 2) Employees subject to investigatory interviews may be accompanied by a representative and/or legal counsel if requested, as long as legal counsel is reasonably available and does not cause any significant delay of the investigation.
- C. Any hearing on a grievance alleging a violation of the FBOR shall be conducted in conformance with the procedure set forth in this Section.

SECTION 4. DISCIPLINARY APPEALS FOR NON-SWORN PERSONNEL. Any employee who has obtained regular status, and any promotional probationary employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The right to appeal shall not apply to probationary employees covered by this MOU. Verbal or written reprimands, probationary demotions, performance evaluations, and denial of merit increases are not subject to appeal. However, an employee may submit a written rebuttal to any verbal or

written reprimand. In addition, the employee may also request said reprimand be withdrawn from their official Personnel record after one (1) year. However, such removal shall be at the complete discretion of the Human Resources Director.

SECTION 5. MANAGER’S FORMAL DISCIPLINARY APPEALS PROCESS FOR NON-SWORN PERSONNEL. An employee desiring to appeal a supervisor/manager’s decision to take disciplinary action shall have up to ten (10) business days after receipt of the notice of intent to discipline to file either a verbal or written appeal to the Department Head. If, within the appeal period, the employee does not file an appeal, unless good cause for the failure is shown, the disciplinary action shall be considered final and shall take effect as prescribed. If the employee does file a notice of appeal within the appeal period, the Department Head shall consider the merits of said appeal prior to implementation of any disciplinary action. In the event the Department Head upholds the disciplinary action, said action shall be implemented immediately.

An employee may appeal the Department Head’s decision to the City Manager or, at the City Manager’s discretion, to a duly authorized designee, as long as such authorized designee is not a manager from the department of the employee filing said appeal. An employee may appeal any termination, suspension, reduction in salary, or non-probationary demotion to the City Manager or a duly authorized designee. Any request for an appeal to the City Manager shall be submitted in writing to the Human Resources Department within ten (10) business days of the Department Head’s decision. Failure to do so shall render the discipline final and constitute a waiver of any further administrative or judicial appeals. The appeal to the City Manager may be either in the form of a written appeal or an oral presentation. Termination, suspensions without pay in excess of eighty (80) hours, or non-probationary demotion appeals may be further processed in accordance with the provisions of Section 3 below.

SECTION 6. FORMAL PROCESS FOR TERMINATIONS, SUSPENSIONS, OR NON-PROBATIONARY DEMOTION - ADVISORY HEARING OFFICER. A non-probationary employee may request a full evidentiary hearing within fifteen (15) business days of the date of any notice of termination, suspension without pay, or non-probationary demotion. Failure to request a hearing within the 15-day period constitutes a waiver of the hearing. In lieu of a hearing, an employee who wishes to appeal one of these types of disciplinary action may submit a written response to the City Manager within the fifteen (15) day period. Requests for extensions to file a written response must be made within the fifteen (15) day period. If a hearing is requested to challenge the imposition of termination, suspension without pay, or non-probationary demotion, a full evidentiary hearing shall be held by the City Manager or an authorized designee, or at the employee’s request, by a Hearing Officer who shall render an advisory decision.

If the parties cannot agree on the identity of the Hearing Officer, the parties shall procure from the State Mediation and Conciliation Service a list of seven (7) qualified Hearing Officers. Each party shall alternately strike one (1) name from the list until only one (1) person remains, who shall be the Hearing Officer. The determination as to which party strikes first shall be made on a random basis.

- A. Fees for retaining the Hearing Officer and other costs related to conducting the hearing, for example employing a court reporter, shall be shared equally by the City and the

employee. The City and the employee shall each be responsible for securing and paying for their respective representation at the hearing, if any.

- B. The Hearing Officer shall determine whether good cause exists for the imposition of the termination, suspension without pay, or non-probationary demotion, and, if not, the appropriate degree of discipline. The decision of the Hearing Officer is remitted to the City Manager for final disposition.
- C. The City Manager, or a duly authorized representative, shall render a final decision on the Hearing Officer's comments and recommendation, in writing, and return them to the employee within ten (10) business days after receiving the Hearing Officer's findings.
- D. After this procedure is exhausted, the employee and the City shall have all rights and remedies to pursue said appeal under the law.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. GRIEVANCE DEFINED. A grievance shall be defined and limited to a dispute or controversy between an employee, or a group of employees, and the Association and/or the City regarding the application or interpretation of this MOU, City Personnel Rules and Regulations, and/or departmental rules, regulations, or practices.

SECTION 2. PROCEDURAL DUE PROCESS. Concerning pre-disciplinary matters, the grievance procedure shall not act as a substitute for procedural due process rights for individual employees.

SECTION 3. APPLICATION OF PROCEDURE. All grievances shall be adjusted in accordance with the procedure set forth in this Article and shall constitute the exclusive means and procedure for the settlement and disposition of all grievances. Employees may process their own grievance provided that any of the grievance is not inconsistent with the terms of this MOU, and a representative has been given an opportunity to be present at all grievance proceedings, including adjustment of the grievance. The grieving party must state in writing the remedy sought to resolve the grievance.

SECTION 4. TIMELY FILING AND PROCESSING OF GRIEVANCES. Any grievance not filed within the time limit set forth herein shall be barred and waived. Any grievance not timely processed through the next step of the grievance procedure shall be considered resolved in accordance with the prior answer of the City.

SECTION 5. STEPS OF GRIEVANCE PROCEDURE.

- A. **Step I.** A grievance must be filed, in writing, with the Fire Chief, or duly authorized designee, within twenty (20) calendar days from the time which the grievant knew, or

in the exercise of reasonable diligence should have known, of the event giving rise to the grievance. Within ten (10) calendar days of receipt of the grievance, the Fire Chief, or duly authorized designee, shall meet with the grievant and grievant's representative and submit a written response thereto.

- B. Step II. If the grievant is not satisfied with the decision of the Fire Chief, or duly authorized designee, or if the grievant has not received a written decision within the time specified, the grievant may file a written appeal with the City Manager, or duly authorized designee, within ten (10) calendar days of the answer or such time when the answer was due. Within five (5) calendar days of receipt of written appeal, the City Manager, or duly authorized designee, shall meet with the grievant and the grievant's representative, and shall submit a written response thereto within ten (10) calendar days of receipt of the written appeal.

ARTICLE XIX

PAYCHECK INFORMATION

SECTION 1. ASSOCIATION DUES DEDUCTIONS. The City shall deduct Association dues and supplemental benefit payments from employee paychecks on a bi-weekly basis. Effective upon the date of promotion from the Union MOU into the Association MOU, the Union dues collected on behalf of the promoted employee shall cease.

SECTION 2. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, lawsuits arising out of the deductions or transmittal of such funds. The Association shall notify the City within ten (10) calendar days of any discrepancy concerning other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within ten (10) calendar days, the City shall be relieved of any asserted discrepancy.

SECTION 3. DIRECT DEPOSIT. Employees are required to participate in the City's direct paycheck deposit program.

ARTICLE XX

RESIDENCY REQUIREMENT

All personnel hired after June 25, 2023 by the Orange City Fire Department shall be a permanent and full-time resident of the State of California and reside no further than one hundred (100) road miles from Fire Headquarters. This presumes that a substantial portion of that distance will be traveled at freeway speed and that personnel can report to Fire Headquarters within ninety (90) minutes of the request for call back. Employees hired before June 25, 2023, with continuous City of Orange employment (with no break in service) are exempt.

ARTICLE XXI

LIMITED REOPENER

The City can reopen Article III (Salaries) and/or Article X, Section 3 (Vacation Cash Out) of the MOU for negotiations during the 2023/2024 or 2024/2025 fiscal years through a limited reopener subject to the requirements set forth in this article. In order for the City to invoke this limited reopener:

- 1) There must be a fiscal year-over-year (from 2021/2022 to 2022/2023, or, from 2022/2023 to 2023/2024) decrease in net sales tax revenue received by the City greater than 10.0%, and
- 2) The City must provide written notice of its request and intent to reopen MOU negotiations for this limited purpose to the Association during the following dates: December 15, 2023, through January 15, 2024, or, December 15, 2024, through January 15, 2025.

Upon receipt of such timely request, the parties agree to meet and confer in good faith on the article(s) requested for reopening. Any changes to the MOU arising out of this limited reopener shall be by mutual written agreement. It is the expressed intent of the parties that the language pertaining to this limited reopener is included in the current MOU only and expires June 30, 2026. Any inclusion of a like or similar article in future MOUs will be subject to the meet and confer process.

ARTICLE XXII

SCOPE AND APPLICATION OF MEMORANDUM OF UNDERSTANDING

SECTION 1. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING. It is the intent of the parties hereto that this MOU shall supersede all prior MOUs or contrary City contracts and, when approved by the City Council, shall govern the entire relationship between the City and the Association.

SECTION 2. This MOU is subject to amendment only by subsequent written agreement between, and executed by, the parties hereto.

SECTION 3. TERMS SEVERABLE. If any provision of this MOU, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently-enacted legislation, the remaining parts or portions of the MOU shall remain in full force and effect.

SECTION 4. EMERGENCY WAIVER. In the event of circumstances beyond the control of the City as a result of a declared emergency, national disaster, or similar circumstances, provisions of this MOU, and/or the Personnel Rules or Regulations of the City, and/or departmental rules and policies shall be suspended for the duration of such emergency. After the emergency is

declared over, the City shall immediately meet and confer with the Association regarding the impact on employees of the suspension of these provisions in the MOU and/or City and/or departmental rules and policies.

ARTICLE XXIII

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall commence on July 1, 2023, and shall continue in effect until June 30, 2026.

ARTICLE XXIV

WAIVER OF BARGAINING DURING TERM OF MEMORANDUM OF UNDERSTANDING

During the term of this MOU, the parties mutually agree that they will not seek to change, negotiate, or bargain with regard to wages, hours, benefits, and terms and conditions of employment, whether or not covered by the MOU or in the negotiations leading thereto, 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 MOU. 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 MOU.

ARTICLE XXV

RATIFICATION AND EXECUTION

The City and the Association have reached an understanding as to certain recommendations to be made to the City Council for the City 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 MOU shall not be in full force and effect until adopted by the City Council of the City of Orange. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association and entered into this 25th day of February 2025.

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CITY OF ORANGE

**ORANGE CITY FIRE
MANAGEMENT ASSOCIATION**

By: _____
Monica Espinoza, Human Resources Director

By: _____
Robert J. Stefano, President

By: _____
Cody Kleen, Human Resources Manager

By: _____
Doug Yates, Board Member

By: _____
Alan Velasco, Board Member

By: _____
Mike Diersing, Board Member

By: _____
Casey Fieldhouse, Board Member

APPROVED AS TO FORM:

Nathalie Adourian, Senior Assistant City Attorney, City of Orange

APPENDIX A

VACATION BENEFITS SCHEDULE 1

Fire Battalion Chiefs who work fire suppression shall accrue vacation on the following basis:

ACCRUAL RATE: 12.56 HOURS = 1 DAY

Years of Service	Hours per Year	Days per Year	Shifts per Year
1	138.0	11.00	5.75
2	141.3	11.25	5.88
3	157.0	12.50	6.54
4	172.7	13.75	7.20
5	188.0	15.00	7.83
6	194.3	15.50	8.10
7	200.6	16.00	8.36
8	206.9	16.50	8.62
9	213.2	17.00	8.88
10	219.5	17.50	9.15
11	225.8	18.00	9.41
12	232.1	18.50	9.67
13	238.4	19.00	9.93
14	244.7	19.50	10.20
15	251.0	20.00	10.46
16	257.3	20.50	10.72
17	263.6	21.00	10.98
18	269.9	21.50	11.25
19	276.2	22.00	11.51
20	282.5	22.50	11.77
21	288.8	23.00	12.03
22	295.1	23.50	12.30
23	301.4	24.00	12.56
24	307.7	24.50	12.82
25	314.0	25.00	13.08
26	320.3	25.50	13.35
27	326.6	26.00	13.61
28	332.9	26.50	13.87
29	339.2	27.00	14.13
30	345.5	27.50	14.40

Except, however, if the fire suppression hours should drop below 55.9 hours per week, vacation accrual shall be subject to meet and confer.

APPENDIX A (CONTINUED)

**VACATION BENEFITS
SCHEDULE 2**

Fire Battalion Chief, Senior Emergency Medical Services Manager, and Emergency Medical Services Manager classifications who work a regular work week of 40 hours shall accrue vacation on the following basis:

Years of Service	Approx. Workdays per Month	Hours per Month	Workdays per Year
1	0.917	07.333	11.00
2	0.938	07.500	11.25
3	1.042	08.334	12.50
4	1.146	09.167	13.75
5	1.250	10.000	15.00
6	1.292	10.334	15.50
7	1.333	10.667	16.00
8	1.375	11.000	16.50
9	1.417	11.334	17.00
10	1.458	11.667	17.50
11	1.500	12.000	18.00
12	1.542	12.334	18.50
13	1.583	12.667	19.00
14	1.625	13.000	19.50
15	1.667	13.334	20.00
16	1.708	13.667	20.50
17	1.750	14.000	21.00
18	1.792	14.334	21.50
19	1.833	14.667	22.00
20	1.875	15.000	22.50
21	1.917	15.334	23.00
22	1.958	15.667	23.50
23	2.000	16.000	24.00
24	2.042	16.334	24.50
25	2.083	16.667	25.00
26	2.125	17.000	25.50
27	2.167	17.334	26.00
28	2.208	17.667	26.50
29	2.250	18.000	27.00
30	2.292	18.334	27.50

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EXHIBIT A

**ORANGE CITY FIRE MANAGEMENT ASSOCIATION
MONTHLY SALARY RANGES**

EFFECTIVE JUNE 19, 2022

2.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Fire Battalion Chief	694.5	11390	11972	12581	13224	13898	14606

EFFECTIVE JUNE 18, 2023

5.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Fire Battalion Chief	704.5	11972	12585	13224	13900	14609	15353

EFFECTIVE JUNE 30, 2024

5.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Emergency Medical Svcs Mgr*	653	9261	9734	10229	10751	11300	11875
Fire Battalion Chief	714.5	12585	13228	13901	14611	15356	16139
Sr. Emergency Medical Svcs Mgr*	689	11082	11648	12240	12866	13522	14211

**Classifications of Emergency Medical Services Manager and Senior Emergency Medical Services Manager move from Senior Management and into Orange City Fire Management Association effective March 23, 2025.*

EFFECTIVE JUNE 29, 2025

2.0% Across the Board Salary Increase

CLASSIFICATION TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Emergency Medical Svcs Mgr	657	9448	9930	10435	10968	11528	12114
Fire Battalion Chief	718.5	12838	13495	14181	14905	15665	16464
Sr. Emergency Medical Svcs Mgr	693	11305	11883	12487	13125	13794	14498