

AMENDMENT TO 2007-2013 MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE COSTA MESA FIREFIGHTERS ASSOCIATION AND THE CITY OF COSTA MESA (AS MODIFIED BY THE OCTOBER 20, 2010 SIDE LETTER OF AGREEMENT)

This AMENDMENT to the 2007-2013 Memorandum of Understanding between representatives of the Costa Mesa Firefighter Association and the City of Costa Mesa (as modified by the October 20, 2010 Side Letter of Agreement) shall take precedence over any and all conflicting provisions within the 2007-2013 MOU and/or the October 20, 2010 Side Letter of Agreement. Unless otherwise indicated all provisions of this AMENDMENT shall be effective concurrent with City Council adoption of the AMENDMENT. **HOWEVER, THIS AMENDMENT SHALL BE OF NO FORCE OR EFFECT UNLESS AND UNTIL ADOPTED BY THE CITY COUNCIL.**

Representatives of the Costa Mesa Firefighters Association and the City of Costa Mesa having met and conferred in good faith, do now agree as follows:

1. Article 2 – TERM OF AGREEMENT – there shall be no extension of the MOU expiring on June 30, 2014. Unless specifically addressed to the contrary in this AMENDMENT, any and all matters within the scope of representation, including those within the MOU expiring on June 30, 2014, shall be subject to modification on and after July 1, 2014, subject to completion of the meet and confer process and any related impasse proceedings.
2. Article 3 – BASIC SALARIES AND WAGES – through and including June 30, 2017, there shall be no base salary adjustments, and/or there shall be no “salary adjustments” as that term is used in MOU Article 3 or as provided for in MOU Articles 3.2 and/or 3.3 Phase I and/or the October 20, 2010 Side Letter of Agreement. Further, Article 3.3 Phase I shall be null and void and stricken from the MOU.
3. Article 6 – RETIREMENT – MOU Article 6.1 CalPERS shall be amended to provide that all unit safety members hired on and after City Council adoption of this AMENDMENT and the effective date of necessary CalPERS contract AMENDMENTS, shall be enrolled in the Government Code § 21362 “2% @ 50” pension benefit formula.

As is provided for in Government Code § 20037, said employees who shall be enrolled in the “2% @ 50” pension benefit formula, shall have “final compensation” determined by computation of the highest average annual compensation earnable by the member during any period of three consecutive years of employment preceding the effective date of the employee’s retirement.

Pursuant to Government Code § 20691, each unit safety member subject to enrollment in the “2% @ 50” pension benefit formula shall be individually responsible for contributing 100% of the normal rate of employee PERS contribution mandated by Government Code § 20678, as it may from time to time provide. There will be no Employer Paid Member Contribution (EPMC) under the “2% at 50” pension benefit formula.

With the exception of the Government Code § 20965 UNUSED SICK LEAVE SERVICE CREDIT and any optional post-retirement survivor allowances provided for in Government Code § 21624 or otherwise, said unit safety members enrolled in the “2% @ 50” pension benefit formula shall be subject to the CalPERS options described in Section 6.3 of the MOU, to the extent that any such option is not contrary to the provisions of this AMENDMENT and/or is otherwise not made available by CalPERS to unit safety members enrolled in the “2% @ 50” pension benefit formula.

Effective retroactive to July 1, 2012, those unit safety members employed prior to the effective date of the “2% @ 50” pension benefit formula and who are subject to the Government Code § 21362.2 “3% @ 50” pension benefit formula, shall be individually responsible for contributing 5% of “compensation earnable” to the normal rate of local safety member contribution to CalPERS. This contribution shall be made pursuant to the City’s existing Government Code § 20516(a) cost sharing contract or Government Code § 20516(f) if CalPERS requires the cost sharing to be made pursuant to subsection (f). The City will continue to pay and report the value of the Employer Paid Member Contribution (EPMC) at 9% for those unit safety members employed prior to the effective date of the “2% at 50” pension benefit formula.

Absent a state law mandate requiring a modification to the amount of individual-funded payment of normal rates of retirement benefit contributions, the above member contribution provisions shall not be subject to modification prior to June 30, 2017.

This AMENDMENT and the MOU shall be subject to a reopener confined to addressing any state law mandates becoming effective during the term of the AMENDMENT and MOU and which impact any aspect of the pension benefits/funding as are applicable to any unit members. The resultant meet and confer process shall be a good faith process by which to address in all or part, the offsetting of a reduction in compensation resulting from the aforesaid statutory mandate(s). As with any

Government Code § 3500 et. seq. meet and confer process, an agreement in the above regard is not mandated.

4. Article 12 – STAFFING LEVELS – the provisions of MOU Article 12.1 shall in their entirety be null and void and stricken from the MOU.

Article 12.1 shall be replaced by Exhibit A to this AMENDMENT, a document entitled FIRE DEPARTMENT OPERATIONAL RESTRUCTURING. Any and/or all provisions in Exhibit A shall be subject to change based upon concurrence of the Fire Chief and the Chief Executive Officer. Although the Fire Chief and/or Chief Executive Officer shall solicit and consider Association perspectives regarding any such contemplated change, the solicitation and consideration of Association perspectives shall not be governed by the requirements of Government Code § 3500 et. seq., the Meyers-Milias-Brown Act. Therefore, the Association clearly, knowingly, and unequivocally waives its rights to engage in the meet and confer process as a condition precedent to any change in the Exhibit A.

As regards unit members employed prior to City Council adoption of this AMENDMENT, through and including June 30, 2017, there shall be no layoff. This provision shall be of no force or effect on and after July 1, 2017.

Through and including June 30, 2017, any City contracting with a third party (public sector) for provision of any or all functions presently performed by City employees occupying classifications represented by the Costa Mesa Firefighters Association, shall not result in the layoff of any unit member employed prior to City Council adoption of this AMENDMENT. This provision shall be of no force or effect on and after July 1, 2017.

Further, through and including June 30, 2017, the Costa Mesa Fire Department shall remain operational as a department of the City.

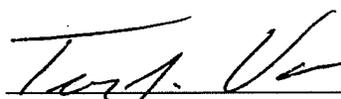
5. WORK SCHEDULE – attached to this AMENDMENT as Exhibit B is an exemplar of the 56 hour work week schedule that shall not be subject to modification prior to July 1, 2017. (The 56 hour work week is based on 24 hour shifts.) This provision shall not prevent shift/assignment changes impacting the actual days of the week that any unit member works.
6. Article 7 – RETIREE MEDICAL PROGRAMS – MOU Article 7.1 RETIREMENT HEALTH SAVINGS PLAN shall be suspended, resulting in a suspension of the MOU Article 7.1 mandated 1% employee and 1%

City contributions to the plan. Accordingly, there shall be a suspension of the payroll deduction of the 1% former employee mandated contribution.

If permitted by any applicable statute or regulation, any future City funding of the Retirement Health Savings Plan shall terminate. If not permitted by applicable statute, the City shall have the option of either: 1) dissolving the Plan or 2) suspending any and all City funding of the Plan without time limitation.

7. Any provisions of this AMENDMENT which specifically provide for a matter within the scope of representation remaining unchanged through June 30, 2017, shall be subject to modification thereafter by means of the meet and confer process and any then-applicable impasse resolution proceedings, unless it is also provided that the particular provision shall be of no force or effect on or after July 1, 2017, in which case the terms and conditions of employment existing prior to this AMENDMENT, shall be reinstated effective July 1, 2017.

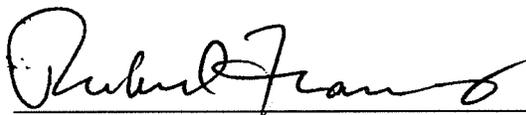
AGREED:



Costa Mesa Firefighters Association

8/3/2012

Date



City of Costa Mesa

8/3/2012

Date



**CITY OF COSTA MESA
FIRE DEPARTMENT
INTEROFFICE MEMORANDUM**

TO: THOMAS R. HATCH, CHIEF EXECUTIVE OFFICER

FROM: TOM ARNOLD, INTERIM FIRE CHIEF

DATE: July 6, 2012 (revised August 10, 2012)

SUBJECT: FIRE DEPARTMENT OPERATIONAL RESTRUCTURING

Background

On May 17, 2012, I presented a proposal to the City Council that restructures the way the Fire Department provides service to the community. This memo outlines the proposal and the steps necessary to implement it. In my conclusion, I stated that this proposal will:

- Increase the number of response units
- Increase the availability of units
- Improve response times
- Increase service to community
- Reduce the number of fire operations personnel from 87 to 81

Proposal Details

- Consider closing Metro fire station 6 at 3350 Sakioka Drive
- Place 1 fire unit & 1 fire ambulance in each of the remaining 5 stations
- Staff 4 engine companies with one fire captain, one fire engineer, & one firefighter each
- Staff 1 quint style truck company with one fire captain, 2 fire engineers, & 1 firefighter
- Staff 5 fire ambulances with 2 firefighter paramedics each
- Staff 1 command unit with 1 fire battalion chief

Unit Placement

Royal Palm station 1	2803 Royal Palm Drive	1 engine company	1 fire ambulance
Baker Street station 2	800 Baker Street	1 engine company	1 fire ambulance
Park Avenue station 3	1865 Park Avenue	1 engine company	1 fire ambulance
Placentia station 4	2300 Placentia Avenue	1 engine company	1 fire ambulance

For the Firefighters Association
Date: _____
Tim Vasin

For the City
Date: _____
Tom Hatch

Civic Center station 5 2450 Vanguard Way 1 truck company 1 fire ambulance
1 command unit
Total fire personnel per shift - 27

Capital Outlay Requirements

- Purchase 7 ambulances (5 frontline, 2 reserves)
- Purchase equipment required for ambulances
- Retrofit existing ladder truck with a fire pump and water tank
- Modify Civic Center station 5 to accommodate the quint style truck company and command unit

2012 FIREFIGHTERS SHIFT SCHEDULE

<u>JANUARY</u>							<u>FEBRUARY</u>							<u>MARCH</u>							<u>APRIL</u>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4				1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	5	6	7	8	9	10	11	4	5	6	7	8	9	10	8	9	10	11	12	13	14
15	16	17	18	19	20	21	12	13	14	15	16	17	18	11	12	13	14	15	16	17	15	16	17	18	19	20	21
22	23	24	25	26	27	28	19	20	21	22	23	24	25	18	19	20	21	22	23	24	22	23	24	25	26	27	28
29	30	31					26	27	28	29				25	26	27	28	29	30	31	29	30					

<u>MAY</u>							<u>JUNE</u>							<u>JULY</u>							<u>AUGUST</u>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5			1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4			
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

<u>SEPTEMBER</u>							<u>OCTOBER</u>							<u>NOVEMBER</u>							<u>DECEMBER</u>						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3					1	2	3	4	5	6	7	
8	9	10	11	12	13	14	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
15	16	17	18	19	20	21	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
22	23	24	25	26	27	28	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
29	30	31					28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	

A SHIFT = RED B SHIFT = BLUE C SHIFT = GREEN