

AMENDMENT TO OCTOBER 26, 2010-JUNE 30, 2014 LETTER OF AGREEMENT
BETWEEN THE COSTA MESA FIRE MANAGEMENT ASSOCIATION
AND THE CITY OF COSTA MESA

This AMENDMENT to the October 26, 2010-June 30, 2014 LETTER OF AGREEMENT between representatives of the Costa Mesa Fire Management Association and the City of Costa Mesa shall take precedence over any and all conflicting provisions within said Letter of Agreement or within any City Council approved Resolution or conflicting past practices within the scope of representation. 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 Fire Management Association and the City of Costa Mesa having met and conferred in good faith, do now agree as follows:

1. ARTICLE 2 – TERM OF LETTER OF AGREEMENT – there shall be no extension of the LETTER OF AGREEMENT 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 LETTER OF AGREEMENT, 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. 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 LETTER OF AGREEMENT ARTICLE VII.
3. ARTICLE II – RETIREMENT – The LETTER OF AGREEMENT 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 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 LETTER OF AGREEMENT, 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.

Through and including June 30, 2017, 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 cost sharing contract. 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 aLETTER OF AGREEMENTnt 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 shall be subject to a reopener confined to addressing any state law mandates becoming effective during the term of the AMENDMENT 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. LAYOFFS/CONTRACTING - 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 Fire Management 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.

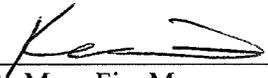
Further, through and including June 30, 2017, the Costa Mesa Fire Department shall remain operational as a department of the City.

5. WORK SCHEDULE – attached to this ADMENDMENT as Exhibit A is an example of the 56-hour work schedule that shall not be subject to modification prior to July 1, 2017. (The 56 hour work week is based upon 24 hour shifts). At the sole discretion of the Fire Chief with concurrence by the City’s Chief Executive Officer, one unit member can be assigned to a forty (40) hour per week administrative assignment.
6. ARTICLE III – RETIREE MEDICAL PROGRAM – RETIREMENT HEALTH SAVINGS PLAN shall be suspended indefinitely, resulting in a suspension of the 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. ARTICLE VIII – the City’s contribution towards employees’ medical and health care benefits shall be frozen at the 2010 level for calendar years 2011, 2012 and 2013.

AGREED:



Costa Mesa Fire Management Association

8/31/12

Date



City of Costa Mesa

8-31-12

Date

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							1	2	3	4	5	6	1	2	3				1	2	3						
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
23	24	25	26	27	28	29	28	29	30	31			25	26	27	28	29	30	23	24	25	26	27	28	29		
30																			30	31							

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