

**City of Costa Mesa**

**August 8, 2014**

**FIRST AMENDED CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT**

**RATIFIED BY CMCEA AND TO BE CONSIDERED**

**BY COSTA MESA CITY COUNCIL FOR ADOPTION**

**(AMENDING AUGUST 5, 2014 SUMMARY CHART  
REGARDING “VACATION” - SEE STRIKEOUT BELOW)**

MOU Term	June 30, 2016
Salary	<ul style="list-style-type: none"> <li>• Present employees – 0% change.</li> <li>• New hires – present Step 5 is top Step.</li> <li>• Step A + B entry level – Step A is 10% less than present Step 1; Step B is 5% less than present Step 1.</li> </ul>
Merit Steps	<ul style="list-style-type: none"> <li>• Present employees – frozen term of MOU.</li> <li>• New hires – not frozen.</li> </ul>
Retirement	<ul style="list-style-type: none"> <li>• Effective the first payroll period commencing on or after Council adoption of a 2013-2016 MOU, the percent 2013-2014 and 2014-2015 CalPERS employer contribution increases shall be added together. Commencing on and after said payroll period, all CalPERS “classic” members (generally those hired prior to January 1, 2013) shall pay 60% of the two year total CalPERS employer contribution increases and shall pay 60% of such increases thereafter without sunset. There shall be no retroactive payments for the pay periods occurring prior to the described post-MOU adoption payroll period.</li> </ul> <p>CalPERS “new members” (generally those hired on and after January 1, 2013) shall in lieu of the above contributions, pay the Government Code § 7522.04(f) mandated 50% of the normal cost rate for the defined benefit plan in which the new member is enrolled, or the current contribution rate of similarly situated employees, whichever is the greater.</p>
Vacation	<p align="center"><u>FOR ALL EMPLOYEES</u></p> <ul style="list-style-type: none"> <li>• <del>Max annual accumulation – 120 hours.</del></li> <li>• Max total accumulation – 320 hours.</li> <li>• Cash out two (2) weeks vacation for every one (1) week vacation used/four (4) times per year.</li> <li>• Every July 1, the 320 hour cap may be reduced by cash out to 240 hours at the option of the employee.</li> </ul> <p align="center"><u>FOR ALL EMPLOYEES HIRED PRIOR TO COUNCIL ADOPTION OF 2013-2016 MOU</u></p>

	<ul style="list-style-type: none"> <li>• Maintain current annual accrual amounts for current Employees:</li> <li>• 1-2 years 92 hours.</li> <li>• 3-4 years 116 hours.</li> <li>• 5-9 years 140 hours.</li> <li>• 10-14 years 164 hours.</li> <li>• 15-19 years 188 hours.</li> <li>• 20 + years 212 hours.</li> </ul> <p style="text-align: center;"><u>FOR ALL EMPLOYEES HIRED ON AND AFTER COUNCIL ADOPTION OF 2013-2016 MOU</u></p> <ul style="list-style-type: none"> <li>• Annual accrual rates for new hires:</li> <li>• 0-1 year 40 hours/year.</li> <li>• 2-5 years 80 hours/year.</li> <li>• 6+ years 120 hours/year.</li> </ul>
Sick Leave	<p style="text-align: center;"><u>FOR ALL EMPLOYEES HIRED PRIOR TO COUNCIL ADOPTION OF 2013-2016 MOU</u></p> <ul style="list-style-type: none"> <li>• For employees hired prior to Council adoption of 2013-2016 MOU, combine primary and secondary sick leave accounts and freeze at total hours on date of MOU adoption. (For employees hired on and after Council adoption of a 2013-2016 MOU, there shall be no primary or secondary accounts.)</li> <li>• No cash out/no cash value of any primary or secondary account balances.</li> <li>• As regards primary and secondary sick leave accounts, maintain 100% sick leave conversion to service credit at 1 day = 0.004 years service credit (Government Code §20965) (currently allowed at 20 + years service.)</li> </ul> <p style="text-align: center;"><u>FOR ALL EMPLOYEES</u></p> <ul style="list-style-type: none"> <li>• The first payroll period commencing on or after Council adoption of a 2013-2016 MOU, each employee, whether or not having a primary and/or secondary sick leave account, shall be credited with a 192 hour SICK LEAVE BANK.</li> <li>• July 1 of each year – not greater than 96 hours shall be credited to the SICK LEAVE BANK account – not to exceed a resulting cap of 192 hours.</li> <li>• No cash out/no cash value/no service credit conversion as to the SICK LEAVE BANK.</li> </ul>
Flex Benefit	<ul style="list-style-type: none"> <li>• Effective the first payroll period commencing on or after Council adoption of a 2013-2016 MOU, but not earlier than July 1, 2014 + \$120.00/mo. (\$919.00 mo./total)</li> </ul>
Contracting Out	<ul style="list-style-type: none"> <li>• Contract street sweeping.</li> </ul>

## LANGUAGE

<p>Waiver of Bargaining/Maintenance of Benefits Clause</p>	<ul style="list-style-type: none"> <li>• Eliminates language mandating that terms and conditions of employment not specified in the MOU shall remain in effect during the term of the MOU. (Such terms and conditions would in the future, be subject to possible change via the meet and confer process.)</li> <li>• Add language limiting prohibition on engaging the meet and confer process, <i>only to those provisions expressly provided for in the MOU (not as to unwritten “past practices,” for example.)</i></li> </ul>
<p>Labor Marketplace</p>	<ul style="list-style-type: none"> <li>• Eliminate reference to specific public sector agencies as defining the labor marketplace.</li> <li>• Adds language that the labor marketplace does not mandate any specific compensation adjustment but may be one of many factors assessed by the parties in determining levels of compensation.</li> <li>• Adds language that both public and private sector classifications may be given consideration in assessing the labor marketplace.</li> <li>• Adds language that total compensation is one factor to consider in assessing proposed specific compensation adjustments.</li> </ul>
<p>Overtime</p>	<ul style="list-style-type: none"> <li>• Paid leave shall not be considered hours worked for purposes of computing overtime eligibility.</li> <li>• All accrued compensatory time off shall be distributed in December of each year.</li> </ul>
<p>Retired Employees Medical Program</p>	<ul style="list-style-type: none"> <li>• Eliminate participation in Retirement Health Savings Plan for employees hired after January 1, 2004 as well as the matching City contributions.</li> </ul>
<p>Classification and Compensation Inequity Issues</p>	<ul style="list-style-type: none"> <li>• Eliminates language which mandates that untimely completion of classification/compensation studies shall result in retroactive compensation adjustments.</li> <li>• Adds language that the results of classification/compensation studies shall be one of many factors that may be considered by the parties in formulating proposals for a successor to the 2013-2016 MOU, but shall not result in any mandated changes in wages, hours or other terms and conditions of employment.</li> </ul>
<p>Grievance Procedure</p>	<ul style="list-style-type: none"> <li>• Eliminates prohibition upon the City in presenting its case in chief, from calling the disciplined employee as a witness.</li> </ul>