

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF COSTA MESA

AND

COSTA MESA CITY EMPLOYEES ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Costa Mesa ("City") and the Costa Mesa City Employees Association ("Association") (collectively "Parties") is entered into with respect to the following:

WHEREAS, on March 24, 2020 the City Council of the City of Costa Mesa made the decision (per Government Code section 3504.5) to remove Tier 2 salary and vacation accrual rates for employees in classifications in the Communications Officers series and to move current employees to the commensurate Tier 1 salary rates and vacation leave accrual structure; and

WHEREAS, following the City Council's action, the City communicated its decision to the Association who requested that the decision be memorialized in a side letter reflecting the applicable changes to the Parties' current Memorandum of Understanding, and the City agrees to do so; and

WHEREAS, the following sets forth the Parties' Agreement:

1. Article 3.1 of the Parties' MOU is modified as reflected by the track changes below

3.1 **COMPENSATION** - Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule per City Council resolution. An employee occupying a position in the classified service shall be compensated within the range established for his or her position as provided in Rule 6 of the Personnel Rules and Regulations. The minimum rate for the class generally shall apply to an employee upon his or her original appointment. Employees who are re-employed shall receive a rate within the range established for the class and agreed upon by the appointing authority and the employee prior to appointment. Any employees hired by the City on or after City Council adoption of the 2013-16 MOU shall be subject to a modified basic pay schedule which shall reflect an entry level pay step 10% less than Step 1 of the basic pay schedule as the latter may from time to time exist (to be designated Step A) and a second entry level pay step which shall be 5% less than Step 1 of the basic pay schedule as the latter may from time to time exist (to be designated Step B). Additionally, Step 5 of the basic pay schedule, as it may from time to time exist, shall become the maximum step that said employee shall be eligible to attain.

Effective March 29, 2020, any employees covered by this MOU in the classification of Communications Officer who were, on this date, subject to the Modified Basic Pay Schedule (known by the Parties as the Tier 2 pay schedule) shall be moved to Basic Pay Schedule (known by the Parties as the Tier 1 pay schedule). These employees shall be moved to the step on the Tier 1 pay schedule that is commensurate (based on rate of pay) with their Tier 2 rate of pay. For example, an employee at Tier 2, Step 7 shall be moved to Tier 1, Step 5 and an employee at Tier 2, Step 6 shall be moved to Tier 1, Step 4. Any future employees hired into the Communications Officer series (Communications Officer, Senior Communications Officer, Communications Supervisor and Senior Communications Supervisor) shall be placed on the Tier 1 pay schedule.

2. Article 8.2 of the Parties' MOU is modified as reflected by the track changes below

8.2 VACATIONS

- C. Regular full-time employees in the classified service with an average workweek of 40 (forty) hours and who have been employed by the City on and after adoption by the City Council of the 2013-2016 MOU shall receive annual vacations with pay in accordance with the following provisions:
1. Upon completion of a continuous one (1) year of full-time service, said employee shall earn forty (40) working hours of vacation.
 2. Upon completion of two through and including five (2-5) years of continuous full-time service, the employee shall earn eighty (80) working hours of vacation per year.
 3. Upon completion of six (6) years of continuous full-time service and all years thereafter, the employee shall earn one hundred twenty (120) working hours of vacation per year.
 4. Effective March 29, 2020, any employees covered by this MOU in the classification of Communications Officer as well as any employees hired after this date in the Communications Officer series (Communications Officer, Senior Communications Officer, Communications Supervisor and Senior Communications Supervisor) are no longer subject to the vacation accruals listed in paragraphs C 1-3 above. Rather, these employees shall begin to accrue vacation per 8.2B of this MOU (which the parties have referred to as Tier 1 vacation accruals).

REPRESENTATIVES OF THE COSTA MESA
CITY EMPLOYEES ASSOCIATION

Bridgette Harris

[Signature]

REPRESENTATIVES OF THE CITY OF
COSTA MESA

[Signature]
SUSAN PRICE
Assistant City Manager

Klee For
LANCE M. NAKAMOTO
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Human Resources Administrator

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