

CITY OF COSTA MESA
AND
COSTA MESA CITY EMPLOYEES ASSOCIATION (CMCEA)
LABOR NEGOTIATIONS

CMCEA Counter Proposal #2 to City Proposal

June 23, 2020

The City of Costa Mesa Employees Association (“CMCEA”) is hereby responding to the City of Costa Mesa (“City”) bargaining unit proposals which address the impact of the COVID-19 pandemic. The CMCEA Counter proposal is submitted based on the City’s reported economic condition and loss of revenue in Fiscal Year 2019/2020 and projected impact in Fiscal Year 2020/2021. The Memorandum of Understanding is set to expire on June 30, 2020 and we are interested in extending the agreement as follows:

We recognize that just as COVID-19 has impacted the daily lives of every employee, it has also impacted the financial health of the city. In recognition of this fact, unit members agree to the city’s proposed 5% Furlough to begin July 1, 2020 and end June 30, 2021 terms to be agreed upon by both parties and contingent upon the following.

In consideration for the furlough concession, CMCEA proposes:

1. A two-year extension to the existing contract to cover the period of July 1, 2020 to June 30, 2022 with the following addendums:
 - A. The adoption of all Non-Economic proposals as submitted February 28, 2020 (Attachment #1)
 - B. Revise ARTICLE 8 – Leaves – Vacation
 - i. Effective July 1, 2020, all Tier II employees vacation accrual rates shall be modified to align with Tier 1 employees based on each hire date and years of service. Cash outs will be frozen until July 1, 2021.
 - C. Revise ARTICLE 6 – Retirement to include:
 - a. Effective July 1, 2021, CalPERS cost-sharing contribution shall be reduced by 2% for all unit members, the total employee contribution shall be 10%. All cost sharing of compensation earnable shall be pursuant to Government Code section 20516(a).
 - D. Revise ARTICLE 7 – Health Insurance and Retiree Medical to include:
 - b. Effective June 30, 2021, the contribution for all classifications subject to this MOU shall be increased to \$1,450.
 - c. Effective June 30, 2022, the contribution for all classifications subject to this MOU shall be increased to \$1,550.
 - E. Revise ARTICLE 3 – Salary and Wages to include:

- i. Provide a two percent (2%) general wage increase to the base hourly rate for all employees, to take effect during last pay period June 2021.
 - ii. Provide a two percent (2%) general wage increase to the base hourly rate for all employees, to take effect during last pay period June 2022.
- F. Effective June 30, 2022, the Tier II Salary Administration Plan shall sunset creating one comprehensive compensation structure for all unit members under this agreement. *Under this plan, steps 1 through 7 from the current Tier II schedule will make up the first 7 steps of the new schedule and steps 6 and 7 of the Tier I schedule will become steps 8 and 9 under the new schedule.*

Should the City receive COVID-19 related funding from any county, state or federal government, or any other funding source, that permits the use of such funds to restore any CMCEA concessions made herein, including but not limited to the employee furloughs, the City agrees to reopen discussions to restore such concessions. If the City restores concessions with any other City Bargaining Unit, CMCEA shall also receive such restorations.

COSTA MESA CITY EMPLOYEES ASSOCIATION (CMCEA)
ATTACHMENT #1

Non-Economic Proposals

1. ARTICLE 4 – OVERTIME - Shift Assignment Pay

The City will pay overtime at a rate of one and one-half (1 ½) times the employee’s regular salary plus the night shift differential of 5% to employees in CMCEA-represented classifications who are continuously and regularly assigned to a schedule that requires he or she actually work a minimum of five (5) hours at night. ~~between the hours of 3:00 p.m. and 7:00 a.m. a shift differential as defined below:~~

2. ARTICLE 4 – OVERTIME – SHIFT EXCHANGES

Provide for day-for-day shift trades. *This proposal is intended to memorialize a long-standing practice.*

3. ARTICLE 4 - OVERTIME - CALL BACK DUTY

Employees who are recalled to active duty from off-duty not as an extension of the scheduled or normal work shift will be considered to be “on call” and shall receive overtime compensation at one and one-half times (1½) the employee’s base rate of pay for time actually worked ~~after reporting to the place of duty~~ or just two (2) hours of overtime pay, whichever is greater. Employees who are able to handle the incident by phone or other electronic means without reporting to duty shall be compensated according to the same callback provisions.

4. ARTICLE 5 - PREMIUM PAY, SPECIAL PAY AND PAY ADJUSTMENT Safety Shoe Allowance

Provide an annual benefit in the amount of \$225.00 for those employees covered under the City’s Safety Shoe Program. This proposal provides an established benefit amount.

5. ARTICLE 5 - PREMIUM PAY, SPECIAL PAY & PAY ADJUSTMENTS - Class A and B Incentive Pay

A. Eligibility – The employee must meet all the following to be eligible for the annual bonus incentive:

- Employee must be assigned to a position requiring daily operation of equipment requiring a valid Class A/B California Driver’s License.
- As a condition of employment, employee must obtain and maintain the required California Driver’s license and endorsements (airbrakes and tanker), ~~and manual transmission~~.

6. ARTICLE 8 – LEAVES - Sick Leave

Effective June 30, 2022, the employee shall be allowed to cash out or convert to vacation time, the unused hours of the annual 96-hour Sick Leave Bank augmentation not used to refill the sick leave Bank to the maximum 192 hours at a rate of fifty percent.

For example, if an employee has 112 hours of sick leave remaining in the bank prior to augmentation of 96 hours, the employee’s sick leave bank will be replenished to 192 hours, and the employee shall receive 8 hours of cash out or 8 hours of vacation leave for the 16 unused hours of sick leave.

7. ARTICLE 8 – LEAVES - Jury Service

When summoned to jury duty, the department shall make every effort to temporarily reassign employee work schedules and not be required to use personal leave.

8. ARTICLE 9 - HOURS OF EMPLOYMENT – WORK SCHEDULE – Add language

This Section shall not prevent an employee or group of employees from requesting a modified work schedule. The response shall be in writing and no request shall be denied without reasonable cause.