MEMORANDUM OF UNDERSTANDNG

Costa Mesa

Between The Representatives Of The
Costa Mesa Firefighters Association
And The City of Costa Mesa

2024
2027

REVISED 9/16/25

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ARTICLE 1 - RECOGNITION/PREAMBLE

1.1 By resolution of the City Council of the City of Costa Mesa and pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et. seq. of the California Government Code, the City of Costa Mesa (hereinafter called the "City") has recognized the Costa Mesa Fire Association (hereinafter called the "Association" or "CMFA") as the exclusive representative and agent for collective bargaining of the sworn members of the City of Costa Mesa Fire Department (hereinafter "Department" or "Fire Department") in the unit of representation consisting of the job classifications of Firefighter, Fire Engineer and Fire Captain, excluding all non-sworn Fire Department employees. The Association and the City are the Parties to this agreement and are jointly recognized herein as "The Parties."

1.2 This Memorandum of Understanding (MOU) has been prepared by representatives of the City and representatives of the Association who have met and conferred in good faith, examining a number of proposals and counter proposals concerning wages, hours of employment, fringe benefits and other terms and conditions of employment for the said sworn employees of the Fire Department defined in Section 1.1.

1.3 It is the mutual understanding of the City and Association that this MOU shall be submitted to the Costa Mesa City Council with the joint recommendation of the parties that the terms of this MOU be adopted, and that said City Council will take such other action as may be needed to implement its provisions.

1.4 The City and the Association hereby acknowledge that the terms and conditions of this MOU may not cover all of the terms and conditions of employment applicable to a member of the unit of representation covered by this MOU. These parties further acknowledge that any term or condition of employment which is not expressly covered herein, but is covered by existing ordinances, resolutions, policies and regulations of the City, including the Personnel Rules and Regulations presently in effect shall be controlled by the existing provisions of said ordinances, resolutions, policies and regulations to the extent that said policies and regulations do not change, abrogate, modify or amend any express term of this MOU.

1.5 The wages, hours and other terms and conditions of employment currently in effect for the job classifications covered herein shall remain in effect unless modified, amended or deleted by this MOU or subsequent MOUs, or unless a tribunal of competent jurisdiction holds that any part of this MOU is found to be insufficient, in conflict or inconsistent with other laws or contractual obligations of the Parties, or otherwise held to be invalid, unlawful or unenforceable, in which case such part or provision, and only such part or provision, shall be severed from this MOU or shall be suspended or superseded by such applicable laws and regulations. If such legal severance invalidates a benefit defined herein, said benefit shall be replaced by an item or alternative benefit of comparable value to the extent allowed by law. The Parties shall meet and confer in good faith to determine the replacement, or if any replacement is possible.

1.6 The Parties hereby agree that all of the material terms and conditions of previous MOUs are hereby superseded by the adoption of this MOU.

1.7. For the term of this MOU, neither party shall be compelled to meet and confer with the other concerning any issue within the scope of representation of the Association. Each Party to this MOU hereby expressly waives its right to demand that the other Party meet and confer concerning any issue within the scope of representation of the Association. However, nothing in this MOU shall prohibit these Parties from exploring the possibility of amending this agreement over any issue within the scope of representation of the Association, if, and only if, both Parties hereto mutually agree to do so.

1.8 Continuous uninterrupted and efficient service to the community of Costa Mesa by the City and its employees, and orderly employer-employee relations are essential considerations of this MOU. Accordingly, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, non-informational picketing, boycotting, work stoppages, slow-down strikes or any other

concerted job actions constituting refusal to render services, including overtime or any other curtailment or restriction of work and services at any time during the term of this MOU.

1.9 The Association recognizes its duty and obligation to comply with the provisions of Section 1.8 of this MOU and to make every reasonable effort to assure that all employees covered by this MOU similarly do so. In the event of any concerted activity by employees in violation of the provisions of Section 1.8, the Association hereby agrees to direct its members to cease said action or conduct forthwith. No employee covered by this MOU shall be entitled to any benefits or wages whatsoever while engaged in activities prohibited by Section 1.8 of this MOU.

1.10 Except as modified by this agreement, all rights to manage, organize, direct and control the City's Fire Department are retained exclusively by the City and its management personnel.

1.11 During the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

ARTICLE 2 - TERM OF AGREEMENT

2.1 **TERM** - The MOU will commence on July 1, 2024, and will expire on June 30, 2027.

ARTICLE 3 - BASIC SALARIES AND WAGES

3.1 **COMPENSATION** - Employees covered by this Agreement shall be compensated at the established monthly base salary rates under the Basic Pay Schedule for sworn fire personnel. All positions under this Schedule shall be assigned a range number established by the City Council resolution.

3.2 **SALARY ADJUSTMENTS** - Salary adjustments for each classification will be implemented as follows:

Increase of 5% effective the payroll that includes July 1, 2024
Increase of 3.75% effective the payroll that includes July 1, 2025
Increase of 3.75% effective the payroll that includes July 1, 2026

3.3 **MANDATORY DIRECT DEPOSIT** - All association employees shall be required to enroll in payroll direct deposit. Paychecks will be electronically paid to an employee's bank account. Upon separation, employees will be paid with a physical paycheck that will be held in the Human Resources Division.

ARTICLE 4 - PROMOTIONS

4.1 **RATE OF PAY** - Current administrative regulations provide that when an employee is promoted that the promotee shall be placed at a step within the appropriate salary range for the new classification that pays at least 5% higher than the rate of pay earned prior to the promotion, provided that the promotee's new rate of compensation does not exceed the top step of the new position's appropriate salary range. In making this determination, "the rate of pay earned prior to the promotion" shall include any paramedic assignment payments to any Firefighter who is receiving such assignment pay and who is promoted to Fire Engineer.

ARTICLE 5 - HEALTH INSURANCE

5.1 **IRS SECTION 125 BENEFIT PLAN** - The City shall provide the amount listed below toward the payment of premiums under an IRS Section 125 Benefit Plan. Core benefits include life and long term disability insurance. Medical insurance is a required core benefit which a City employee is required to carry if a City employee is not covered by another medical insurance plan with comparable coverage at the end of the open enrollment period.

5.2 **PEMHCA** - The City contracts with the California Public Employees' Retirement System ("PERS") for medical insurance. The City will contribute the PERS statutory minimum on behalf of each participant in the program, which is included in the City's Contribution to the flexible benefit account described below. Eligible employees may select any of the medical insurance plans offered by CalPERS.

5.3 **CONTRIBUTION AMOUNT** - The City's contribution towards each employee's flexible benefit account is as follows: Effective on the first day of the month following City Council approval of this MOU – two thousand one hundred and nineteen dollars ($2,119.00) per month. This amount is inclusive of the CalPERS statutory minimum amount for each year.

5.4 **WAIVER OF INSURANCE/ CASH BACK FROM THE CITY** - An employee who elects to opt out of medical coverage offered by the City must be able to provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California).

Any employee in the unit who either opts out of health insurance or selects benefits which cost less than the dollars contributed by the City to each employee for flexible benefits as provided in Article 5.3 above ($2,119 per month) can receive up to a maximum of one thousand and sixty dollars ($1,060) as cash.

5.5 **QUALIFICATION FOR FLEX CONTRIBUTION** - Employees must receive compensation for the entire pay period to receive the flexible benefit contribution amount. Use of accrued leave qualifies as compensation for this purpose. Employees will be ineligible for the flexible benefit contribution if the employee records absence without pay hours within the pay period. Catastrophic illness leave donations to employees will not meet the qualifications for the flex contribution. Disciplinary actions will not disqualify an employee from receiving the flex contribution. This provision shall not apply to a pay period during which an employee has exhausted all paid leave benefits. Its application shall take effect the following pay period.

ARTICLE 6 - RETIREMENT

6.1 **CALPERS** The City contracts with CalPERS for retirement benefits. The definitions of "new member" and "classic member" are set forth below:

A. For "Classic Member" Employees

1. Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula (Tier 1) for all employees hired before December 31, 2012, as set forth in California Government Code Section 21362.2. For employees hired on or after December 31, 2012, who are classic members as defined, the City contracts with CalPERS to provide the 2% at 50 retirement formula (Tier 2) as set forth in California Government Code Section 21362.

2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to December 31, 2012, in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired on or after December 31, 2012, who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.

3. Payment of Employee/Member Contribution:

   a. Tier 1 Employees Subject to the 3%@50 formula:

      Employees will pay the full nine percent (9%) CalPERS member contribution as compensation earnable towards their CalPERS member contribution. The City shall pay and report zero percent (0%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

   b. Tier 2 Employees Subject to the 2%@50 formula:

      Employees pay the full nine percent (9%) CalPERS Member Contribution. The City pays and reports zero percent (0%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

   a. Effective at the beginning of the pay period which includes July 1, 2024, employees in tier 1 subject to the 3%@50 formula pay an additional five percent (5%) for cost sharing into their employee account with PERS in accordance with Government Code section 20516(a). When this five percent (5%) is added to the employees' payment of nine percent (9%) towards their member contribution, employees shall pay fourteen percent (14%) compensation earnable towards their pension.

   b. Effective at the beginning of the pay period which includes July 1, 2024, employees in tier 2 subject to the 2%@50 formula pay additional an additional five percent (5%) for cost sharing into their employee account with PERS in accordance with Government Code section 20516(a). When this five percent (5%) is added to the employees' payment of nine percent (9%) towards their member contribution, employees shall pay fourteen percent (14%) compensation earnable towards their pension.

B. **For "New Members" (Tier 3) As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)**

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

   a. Employees who are defined as "New Members" by the PEPRA and who subject to the 2.7%@57 will pay one quarter percent (0.25%) compensation earnable as cost sharing in accordance with Government Code section 20516(f).

      Notwithstanding the above, subsequent to July 1, 2024, the cost share payment for PEPRA employees will fluctuate if the normal cost rate changes. If the half the normal cost rate reduces below thirteen and three quarters percent (13.75%), the cost share (per Government Code section 20516(f) will go up so that when combined with the half the normal cost rate, the employee is paying a total of fourteen percent (14%) for retirement. If the half the normal cost rate increases above thirteen and three quarters percent (13.75%), the cost share (per Government Code section 20516(f) will go down so that when combined with the half the normal cost rate, the employee is paying a total of fourteen percent (14%) for retirement. If the half the normal cost rate goes above fourteen percent (14%), there will be no cost share payment due from the PEPRA new member (Tier 3) employees. Rather, the employee will just pay the applicable half the normal cost rate as determined by CalPERS.

      If one-half the normal cost rate exceeds fourteen percent (14%) (and it is rounded by CalPERS to the nearest one-quarter of a percent), the City will contribute the amount above fourteen percent (14%) to the deferred compensation account (per IRS Code section 457(b)) of each new member.

6.2 CalPERS CONTRACT - The City will continue to provide pension benefits to represented employees in accordance with the CalPERS contract in effect on the effective date of this MOU. The City's contract with CalPERS for fire safety employees includes the following options:

- Section 20037 (Three Year Final Compensation, only applies to Tier 2)
- Section 20042 (One Year Final Compensation, only applies to Tier 1)
- Section 20516 (Employee Cost Share, only applies to Tier 1)
- Section 20965 (Credit for Unused Sick Leave)
- Sections 21624/21626 (Post-Retirement Survivor Allowance, only applies to Tier 1)
- Section 21620 (Retired Death Benefit of $500)
- Section 21329 (COLA of 2%)

- Section 21362.2 (3% @ 50 Benefit Formula, only applies to Tier 1)
- Section 21362 (2% @ 50 Benefit Formula, only applies to Tier 2)
- Section 20903 (Two Years Additional Service – Golden Handshake)
- Section 21635 (Post-Retirement Survivor Allowance Continues After Remarriage)
- Section 21573 (Third Level of 1959 Survivor Benefits)
- Section 21551 (Death Benefit Continues After Remarriage)
- Section 20055 (Credit for Service Before CalPERS Contract)
- Section 20938 (Limited Prior Service Credit to Employees on Contract Date)
- Section 21536 (Local System Service Credit for Basic Death Benefit)
- Section 20481 (Transfer of Local System Assets to CalPERS)
- Section 21427 (Disability Retirement - Maximum 50% of Final Compensation)
- Section 21024 (Military Stats 76)
- Section 21023.5 (Peace Corps/AmeriCorps Service)
- Section 21022 (Public Service Layoff)
- Section 21548 (Pre-Retirement Option 2W)
- Section 21027 (Military Retiree)
- IRC 414(h)(2) (Pre-tax payroll deduction plan for member contributions and service credit purchase)

ARTICLE 7 - RETIREE MEDICAL PROGRAMS

7.1 **RETIRED EMPLOYEES' MEDICAL PROGRAM** - The City shall continue to provide life and medical insurance for retired employees of the City as defined in Council Policy 300-1 for employees hired before January 2, 2004. Employees hired after January 1, 2004, who have funds on deposit in the Retirement Health Savings plan (contributions to which have been suspended) will maintain those funds.

ARTICLE 8 - HOLIDAY PAY BANK

8.1 The following Holiday Pay provisions are effective May 1, 2023.

8.2 **DESIGNATED HOLIDAYS** - The following are the City designated holidays for employees covered by this agreement:

New Year's Day January 1st	Juneteenth June 19th	Thanksgiving Day 4th Thursday in November
Martin Luther King, Jr. 3rd Monday in January	Independence Day July 4th	Day after Thanksgiving 4th Friday in November
President's Day 3rd Monday in February	Labor Day 1st Monday in September	Christmas Day December 25th
Memorial Day Last Monday in May	Veteran's Day November 11th	

8.3 In the event any of the above holidays fall on Saturday, the preceding Friday will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed. All employees covered by this agreement work in positions that require scheduled staffing without regard to holidays.

8.4 **56-HOUR EMPLOYEE** (13.2364 hours per holiday) - At the end of any pay period during the payroll calendar year, employees may elect to receive a cash payment for earned holiday pay benefits of 13.2364 hours for each holiday for a total of 145.6 hours. At the end of the payroll calendar year, any remaining holiday hours will be cashed out on the last payroll of the payroll calendar year. Holiday pay cannot be converted into leave or compensatory time off.

8.5 **40-HOUR EMPLOYEE** (9.455 hours per holiday) - At the end of any pay period during the payroll calendar year, employees may elect to receive a cash payment for earned holiday pay benefits of 9.455 hours for each holiday for a total of 104 hours. At the end of the payroll calendar year, any remaining holiday hours will be cashed out on the last payroll of the payroll calendar year. Holiday pay cannot be converted into leave or compensatory time off.

8.6 Holiday pay will be paid at the employee's base rate of pay plus applicable paramedic pay per Article 17.1.

8.7 If an employee separates from the service of the City and has used or been paid for holiday pay in advance of the date(s) or day(s) the holidays actually occurred, the City will deduct the cash value for holiday benefits already paid, but unearned at the time of separation from the employee's final paycheck.

8.8 Employees are only eligible for holiday pay for the designated holidays that occur during the term of their employment (e.g., an employee hired on January 10, will not be eligible for holiday pay for New Years Day for the calendar year of their hire, but would be eligible for Martin Luther King Day and any further designated holidays which fall during their employment).

8.9 **ADDITIONAL HOLIDAY** - If the City provides an additional holiday to any other employee group during the term of this contract, the City will also provide the cash value of that additional holiday to employees covered by this agreement.

8.10 The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 9 - BILINGUAL PAY

9.1 **BILINGUAL CERTIFICATION** - Employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary for the Fire Engineer classification depending on level of proficiency. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

9.3 **QUALIFICATION FOR 2.5% CERTIFICATION** - The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:

A. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of their work such as paramedic calls, explanation of procedures, obtaining

personal information, symptoms and health history, instructions to victims and onlookers, among others.

B. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life-or-death nature.

C. The applicant can be understood with some repetition by a sympathetic native speaker.

D. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.

E. Accuracy is required in the present tense and gender distinctions.

F. Core vocabulary of 300-600 words.

9.4 **QUALIFICATIONS FOR 5% CERTIFICATION** - In addition to Article 9.3 above, the 5% Certification requires:

A. Accuracy in present and past tenses.

B. Core vocabulary of 600-1200 words.

C. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.

D. Ability to interview the victim of an accident, fire, or other situation involving a native speaker of Spanish and the conduct simple interrogations and investigations which could be of a life-or-death nature.

E. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

ARTICLE 10 - LEAVE REPLACEMENT AND OVERTIME PAY

10. 1 **FLSA WORK PERIOD** - The parties acknowledge and agree to document that the City has adopted a work period pursuant to 29 U.S.C. section 207(k) and 29 C.F.R. section 553.230(a) for CMFA members and that the work period is fourteen (14) days. Members will not be entitled to overtime under the Fair Labor Standards Act until they have worked more than 106 hours in this work period. Firefighters on light duty are not subject to this work period.

10.2 **OVERTIME COMPENSATION** - Neither sick leave, vacation leave nor hours off of work on leave in accordance with Labor Code section 4850 shall be regarded as hours worked for FLSA accounting purposes.

10.3 **OVERTIME IF AN EMPLOYEE IS FORCE HIRED** - Notwithstanding Articles 10.1.and 10.2, the parties agree that an employee who is force hired (i.e., when an employee without availability is required

(forced) to work) to work an overtime shift shall be entitled to receive overtime compensation at time and a half at the regular rate of pay for the force hired hours.

10.4 **CALL-BACK** - Anytime an off duty employee is required to report for duty for staffing level requirements, emergencies, disasters, fire investigation responsibilities, or other department-related needs, that employee shall receive a minimum of two (2) hours at one and a half times the employee's base salary rate. This does not apply to early reporting or "hold-overs".

ARTICLE 11 – UNIFORM MAINTENANCE ALLOWANCE

11.1 The City provides uniforms for employees represented by the Association. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as $17 per pay period. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571

ARTICLE 12 - STAFFING LEVELS AND WORK SCHEDULE

12.1 **STAFFING** - Any and/or all provisions of department staffing levels shall be subject to change based upon concurrence of the Fire Chief and the City Manager. Although the Fire Chief and/or City Manager 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 changes.

ARTICLE 13- BENEFIT REVIEW COMMITTEE

13.1 **BENEFIT REVIEW COMMITTEE** - CMFA shall maintain two representatives on the City's Benefit Review Committee. The Committee continually evaluates the City's benefit programs and makes recommendations on plan changes, benefit levels, payroll deductions and the addition or deletion of plans. Participation on the Benefit Review Committee meets the City's obligation to negotiate with CMFA on changes to the City's group benefit plans unless CMFA determines that such changes are detrimental to the interest of its members.

ARTICLE 14 - LABOR/MANAGEMENT MEETINGS

14.1 **TWICE PER YEAR** - The City and CMFA agree to meet as needed not more than twice in a calendar year to discuss issues of mutual interest.

ARTICLE 15- HOURS POOL RECONCILIATION

15.1 **ZEROING OF HOURS** - The Association agrees to the current status of the hours pool figures upon verification and acknowledges its obligation and responsibility in maintaining accurate reporting and documentation. The zeroing of the hours pool shall occur annually from the members' vacation bank hours. This zeroing shall occur at the end of the pay period in which all three (3) shifts normally reach zero in alignment with department shift movement due to shift bid process, followed by annual zeroing out one year

from shift bid movement (on a date agreed to by the association and Fire administration). For "Exchanges of Time"; there will be an upper and lower threshold range of 96 hours up and 96 hours down for "open ended trades." Should an employee be "outside" of this range, their ability to trade will be suspended until their trade status is back within range. Three times per year (one month prior to the zero out dates) there will be a report generated to ensure that no employee is outside of this range. This report will be given to the Battalion Chief or their designee to ensure compliance. Open ended is defined as no payback day is scheduled.

ARTICLE 16 - TUITION REIMBURSEMENT

16.1 **PASSING GRADE** - Tuition, certification fees, and textbook costs involved in educational courses which may be taken by an employee, and which pertain to their City employment, shall be reimbursed to said employee by the City. The employee participating must achieve a passing grade of a "C" or better, Credit/No Credit or a Certificate of Completion and should see that the Human Resources Manager receives a copy, where appropriate, of the employee's grade(s) before any reimbursement.

16.2 **REIMBURSEMENT AMOUNT** - The City will reimburse up to a maximum of $1,500 per fiscal year for qualifying expenses.

16.3 **ELIGIBLE CLASSES** - Eligible classes that pertain to an individual's City employment will include those that are job-related or those needed to complete a degree program. All courses or seminars related to any of the approved categories in the Certification Program are eligible for reimbursement.

16.4 **REQUIRED APPROVAL** - All claims for tuition reimbursement require the approval of Fire Administration before receiving the funds.

ARTICLE 17 – SPECIALTY ASSIGNMENT PAY

17.1 **PARAMEDIC PAY** - Applicable to Fire Department personnel who obtain and maintain Paramedic certification and are routinely and consistently assigned to the Mobile Intensive Care Division as follows:

- 10.00% above the base salary of Firefighter when first assigned
- 11.25% above the base salary of Firefighter after the first license renewal as a City employee
- 12.50% above the base salary of Firefighter after the second license renewal as a City employee
- 13.75% above the base salary of Firefighter after the third license renewal as a City employee

State Mandated Change - Any employee receiving Paramedic certification pay will not be adversely affected should the State mandate a change in the duration of the license renewal period. Paramedics will receive the same incremental increases for license renewals.

Bonus - The City will pay a $500 bonus for the fourth and each and every subsequent license renewal.

The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 18 - RECRUITMENT AND RETENTION INCENTIVE PAY

18.1 **RECRUITMENT AND RETENTION INCENTIVE PAY** - Recruitment and Retention Incentive Pay is compensation to incentivize Fire Department sworn employees to remain with the City of Costa Mesa. Recruitment and Retention Incentive Pay shall be paid on a biweekly basis.

Employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for twenty-five (25) years or more shall receive recruitment and retention incentive pay of ten percent (10%) of employee's base salary plus paramedic pay per Article 17.1.

Effective the payroll that includes July 1, 2024, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for twenty (20) years or more shall receive recruitment and retention incentive pay of seven and a half percent (7.5%) of employee's base salary plus paramedic pay per Article 17.1.

Effective the payroll that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for fifteen (15) years or more shall receive recruitment and retention incentive pay of five percent (5%) of employee's base salary plus paramedic pay per Article 17.1.

Effective the payroll that includes January 1, 2026, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for ten (10) years or more shall receive recruitment and retention incentive pay of two and a half percent (2.5%) of employee's base salary plus paramedic pay per Article 17.1.

Service in any classification other than a sworn firefighting classification will not count towards this purpose.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 19 - FIRE ADMINISTRATION ASSIGNMENT

19.1 **PAY FOR ASSIGNMENT** - An employee in the job classification of Firefighter, Fire Engineer and Fire Captain shall be entitled to compensation in the amount of ten percent (10%) of base salary for their classification when routinely and consistently assigned by the Fire Chief to perform administrative work in the Training, Safety and Professional Standards Manager position. An employee in the job classification of Fire Engineer or Fire Captain shall be entitled to compensation in the amount of ten percent (10%) of base salary for their classification routinely and consistently assigned by the Fire Chief to perform administrative work in the Emergency Medical Services Manager position and shall also be entitled to additional compensation in the amount of ten percent (10%) over the base rate for their classification for maintaining their paramedic certification . Only one employee may be assigned to the Training, Safety and Professional Standards Manager and Emergency Medical Services Manager positions (two employees total) at a time. Employees assigned to these positions will be placed on a forty (40) hour administrative assignment

workweek. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 20 - ASSOCIATION VACATION BANK

20.1 **CMFA HOURS BANK** - The City agrees to maintain a vacation bank to be administered by the CMFA Board of Directors. The bank will be comprised of hours voluntarily donated by Association members. The City will notify CMFA when this bank reaches a positive balance in excess of $30,000.00 or a negative balance of $5,000.00 so donations can be appropriately adjusted.

ARTICLE 21 - SICK LEAVE INCENTIVE PROGRAM

21.1 **ACCUMULATION LIMITS** - Employees may accumulate up to a maximum of 672 hours of sick leave credit in a Primary Sick Leave Bank for each employee covered hereunder. Upon reaching this maximum number of accumulated sick leave hours, the employee's biweekly benefit of 6.72 hours will be distributed in the following manner:

a. At the employee's option, one-half of the benefit will be:

1. Paid to the employee at the employee's then current hourly base rate of pay.

OR

2. Converted into vacation hours.

b. The remaining one-half benefit will be placed in a Secondary Sick Leave Bank for the employee.

21.2 **PRIMARY SICK LEAVE BANK** - Hours in this bank may be used in accordance with the rules regarding sick leave use in general as defined in the City's Personnel Rules and Regulations.

21.3 **SECONDARY SICK LEAVE BANK** - If an employee has a Secondary Sick Leave Bank, hours in that bank will be used first in accordance with the rules regarding sick leave use. Hours in this bank may also be used in the event of a verified non-industrial disability which has resulted in an absence of 60 consecutive calendar days. In this event, sick leave in the Secondary Sick Leave Bank may be used for additional consecutive absences resulting from the disability; or it may be used to supplement LTD should that event occur. Additionally, an amount of sick leave equal to the hours used from an employee's Primary Bank for said disability may be transferred from the employee's secondary Bank to the Primary, provided that such transfer does not result in an excess of 672 hours in the employee's Primary Bank.

21.4 **SEPARATION FROM CITY** - Upon either separation from the City of Costa Mesa, with a minimum of 20 years of continuous honorable service; or eligibility for retirement benefits, (as defined in the benefit Plan applied for) the employee shall have the option of:

a. Being paid at their current hourly base rate for one-half of the sick leave in their Primary Sick Leave Bank. There shall be no cash payment for sick leave in the Secondary Sick Leave Bank, or

b. Alternatively, the employee can choose to apply all credited time in both their Primary and Secondary Sick Leave Banks toward service credit. In addition, if this alternative is selected, then the payoff indicated in 19.4a above becomes a survivor benefit, to be paid to their designated beneficiary.

ARTICLE 22 - LONG TERM DISABILITY

22.1 **ELIGIBILITY** - An employee is eligible for Long Term Disability (LTD) after thirty (30) calendar days. Once eligible for LTD pursuant to the terms and conditions of the LTD Plan, an employee may exercise the option of using accumulated vacation and sick leave in their Primary and Secondary Sick Leave Bank to supplement LTD payments up to an amount not to exceed 100% of monthly salary.

22.2 **MEDICAL RETIREMENT** - A permanent separation from service for disability shall be termed a "medical retirement" whether or not such separated employee receives benefits from either the Retirement Plan or LTD Plan.

ARTICLE 23 – EDUCATION PAY

23.1. **EDUCATION PAY** – Employees employed in the job classifications of Firefighter, Fire Engineer and Fire Captain shall be entitled to compensation in the amount of two and a half percent (2.5%) of top step base salary for the Fire Captain classification for completion of a Bachelor's degree. It is the intent of the parties that any degrees submitted are accredited by Western Association of Schools and Colleges, Council for Higher Education Accreditation, or pre-approved by the Fire Chief or designee. Payment for Associate's and Master's degree and unit equivalents are included in Article 24.

Effective the pay period that includes July 1, 2024, compensation for completion of a Bachelor's degree or 120 units will no longer be part of the certification program or subject to the certification program maximum compensation per Article 24.

Employees who are receiving certification pay for completion of 120 units as of July 1, 2008, will continue to receive $180 per month. No new employees will receive education pay for completion of 120 units. Employees who are currently receiving certification pay for completion of 120 units and subsequently complete their Bachelor's degree will be eligible for two and a half percent (2.5%) education pay and no longer receive compensation for 120 units.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 24 - CERTIFICATION PROGRAM

24.1 **ELIGIBILITY** - Employees employed in the classifications of Firefighter, Fire Engineer and Fire Captain will be eligible to participate in the Certification Program, based upon the following achievements and criteria.

24.2 **CRITERIA**

a. To become eligible for the Certification Program, employees must possess the Firefighter II certification.

b. The pays employees are eligible to obtain are based on top step base salary for the Fire Captain classification and shall be cumulative provided the total maximum monthly award payable to any employee shall not exceed seven and a half percent (7.5%) of the top step base salary for the Fire Engineer classification (for employees who do not possess a degree) and seven and a half percent (7.5%) of the top step base salary for the Fire Captain classification (for employees that possess

a degree). Employees may not receive certification pays for both a degree and their unit equivalencies (i.e., employee cannot receive pay for both 60 units and an Associate's Degree).

c. The parties recognize that this program needs to be reviewed and updated on a periodic basis to ensure its vitality and relevance including reviewing any revisions to the California State Fire Training (SFT) course matriculation plans.

d. Potential certification equivalencies (i.e., FEMA, NWCG, etc.) will be considered and approved by the Fire Chief on a case-by-case basis.

e. Employees who possess a certification for a promotional classification are eligible for move-up assignments and pay.

f. For all certifications that have an SFT task book, employees will be required to complete the SFT task book or department specific task book as determined by the Fire Chief.

g. Employees must submit official documentation/transcripts/completed task books to Fire Administration confirming that they are in possession of the required certifications and degrees prior to receiving an award.

h. Fire Administration will be responsible for notifying the Human Resources Division of the award qualification, upon verification that an employee has met the required criteria. The effective date of the certification pay will be the 1st day of the payroll in which Fire Administration received the official documentation. Should there be a delay in the receipt of a certification due to SFT, the effective date of the certification pay may be applied retroactively by the Fire Chief on a case-by-case basis.

i. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

j. It is the intent of the parties that any units/degrees submitted are accredited by Western Association of Schools and Colleges, Council for Higher Education Accreditation, or pre-approved by the Fire Chief or designee.

24.3 **MONTHLY AWARDS** – The monthly awards are listed in the following chart.

Classification	Certification/Degree	Monthly Award
Firefighter **Fire Engineer** **Fire Captain**	**Fire Investigator (eff 7/1/24)** Investigator II (prior to 7/1/24)	0.75%
	Fire & Emergency Services Instructor 2 (eff 7/1/24) Instructor II (prior to 7/1/24)	0.75%
	Fire & Emergency Services Instructor 3 (eff 7/1/24) Instructor III (prior to 7/1/24)	0.75%
	Fire Inspector I (eff 7/1/24) Prevention Officer II/Fire Inspector I (prior to 7/1/24)	0.75%
	Fire Inspector II (eff 7/1/24) Prevention Officer III/Fire Inspector II (prior to 7/1/24)	0.75%
	Fire & Life Safety Educator (eff 7/1/24) Public Education Officer (prior to 7/1/24)	0.75%
	CMFR Certified Engineer (eff 7/1/24) Driver/Operator I (prior to 7/1/24) (Pump Apparatus – classes only, eff 7/1/24) (Fire Apparatus/Operator Pump – classes only prior to 7/1/24)	1.25% 0.75% (DOI)
	Structural Collapse Specialist I (eff 7/1/24) Rescue Specialist (Rescue Systems I & II prior to 7/1/24)	0.75%
	Confined Space Operational Technician (Confined Space Rescue Technician & Trench Rescue Technician eff 7/1/24) (Confined Space Operational Trench Shoring prior to 7/1/24)	0.75%
	Specialized Rescue Technician (Common Passenger Vehicle Extrication, River & Flood Rescue Technician Haz Mat First Responder, ICS-200 eff 7/1/24) (Vehicle Extrication, Swift Water Operational Technician, Haz Mat First Responder, ICS-200 prior to 7/1/24)	0.75%
	Firing Operations (CA 219 or S219) (eff 7/1/24)	0.50%
	Field Observer (S244) (eff 7/1/24)	0.50%
	Safety Officer (S404) (eff 7/1/24)	0.50%
	Firefighter Rescue and RIC Operations / Firefighter Survival (eff 7/1/24)	0.50%
	Fire Control III (eff 7/1/24)	0.50%
	Structural Collapse Specialist II (eff 7/1/24)	0.50%
	Firefighter II (prior to 7/1/08)	$70
	Company Officer (SFT Certified or CMFR Certified Captain) (eff 7/1/24) Fire Officer Certification/Company Officer (prior to 7/1/24)	1.75%
Fire Captain	**Chief Fire Officer (SFT Certified or CMFR Certified) (eff 7/1/24)** Chief Officer/Chief Fire Officer (prior to 7/1/24)	1.75%
Firefighter	**Tiller**	0.75%
Firefighter **Fire Engineer** **Fire Captain**	**60 units**	$120
	120 units (see Article 23)	N/A
	180 units	$180
	AS/AA Degree	1.75%
	BS/BA Degree (see Article 23)	N/A
	MS/MA Degree	2.25%

ARTICLE 25 - LAYOFF PROCEDURES

25.1 **THIRTY (30) CALENDAR DAYS** - In the event of a material change in the duties, mission or organization of the Costa Mesa Fire Department, or if a shortage of work or funds to operate the Fire Department develops, employees in the classified service may be laid off. Thirty (30) calendar days before the effective date of such a layoff, the appointing authority shall notify the Personnel Officer of the intended layoff, identifying any employee to be laid off and articulate the reasons therefore. Said employee shall be considered for re-employment as provided by the Personnel Rules and Regulations. If these layoff procedures result in the demotion of employees in rank (through bumping down), the last employee promoted shall be the first employee demoted. If position in rank becomes reinstated after demotion(s), then the last demoted will be the first promoted.

ARTICLE 26 - LEAVES OF ABSENCE

26.1 **LEAVES OF ABSENCE ENTITLEMENT** - For the purpose of computing entitlement to leaves of absence, an employee's continuous service shall be based on the effective date of initial probationary employment in the City service. Such date shall be the employee's anniversary date for vacation and sick leave purposes subject to the provisions contained herein.

26.2 **VACATIONS** - The purpose of annual vacation leave is to enable each eligible employee annually to return to their work mentally refreshed. Any leave of absence without pay shall not accrue vacation leave for each full pay period of such absence.

a. Regular full-time employees in the classified service with an average work-week of fifty-six (56) hours shall accrue an annual vacation with pay in accordance with following provisions:

1. For one (1) year or more of continuous full-time service, such employee shall have accrued one hundred twenty-eight point eight (128.8) working hours per year.

2. Upon completion of three (3) years of but less than five (5) years of continuous full-time service, such employee shall accrue one hundred sixty-two point four (162.4) working hours per year.

3. Upon completion of five (5) years, but less than ten (10) years of continuous full-time service, such employee shall accrue one hundred ninety-six (196) working hours per year.

4. Upon completion of ten (10) years, but less than fifteen (15) years of continuous full-time service, such employee shall accrue two hundred twenty-nine point six (229.6) working hours per year.

5. Upon completion of fifteen (15) years, but less than (20) years of continuous full-time service, such employee shall accrue two hundred sixty-three point two (263.2) working hours per year.

6. Upon completion of twenty (20) years of continuous full-time service, such employee shall accrue two hundred ninety-six point eight (296.8) working hours per year.

b. Maximum Accumulation of Vacation Leave

For employees assigned to the 56-hour suppression schedule

Years of Service	Annual 56-hour Accrual	Maximum Accrual
0-2	128.8	257.6
3-4	162.4	324.8
5-9	196	392
10-14	229.6	448
15-19	263.2	448
20+	296.8	448

For employees assigned to the 40-hour schedule

Years of Service	Annual 40-hour Accrual	Maximum Accrual
0-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

c. Vacation Leave Cash Outs

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to one hundred and twelve (112) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

d. Vacation Leave – Vacation will be used in accordance with current accepted Fire Department procedures.

e. Terminal Vacation Pay - Upon termination, a permanent employee will receive compensation at their current rate for all unused earned vacation up to and including the date of termination.

26.3 **SICK LEAVE** - Sick leave shall be used in case of a bona fide illness of the employee upon approval. Sick leave may also be used for serious illness or emergency of their child, parent, spouse, registered domestic partner, grandchild, grandparent, sibling or designated person who is incapacitated and/or requires the service of a physician, and when the presence of the employee is required. The maximum number of hours that may be used for serious illness or emergency of their child, parent, spouse registered domestic partner, grandchild, grandparent, sibling or designated person is half of the employee's annual accrual pursuant to Labor Code Section 233. At the conclusion of the emergency, said employee shall return to work as soon as possible. The employee taking such sick leave shall notify their immediate supervisor prior to or within one-half (1/2) hour after the time set for the beginning of their daily duties, or

as otherwise specified by the department. When absence for illness is for more than two (2) consecutive work shifts, the employee may be required to present a physician's certificate verifying the illness or a personal letter of explanation for verification purposes to the on-duty Battalion Chief indicating fitness to return to duty. The Battalion Chief shall then forward the certificate or verification to Fire Administration.

a. Sick Leave Eligibility - Fire Department Members having a regular or probationary appointment shall accrue sick leave credit at the rate of twenty six percent (26%) of the standard average work-week for each full month of continuous service if the employee has worked or has been on authorized leave of absence with pay. Any leave of absence without pay shall not accrue sick leave for each full pay period of such absence.

b. Accumulation Of Sick Leave - Sick leave may be accumulated to a maximum of 672 hours in the primary sick leave bank. The secondary sick leave bank has no maximum accrual. If the primary sick leave bank credit accumulation is at the maximum, the biweekly amount of sick leave accumulation credit the employee earns during that pay period will be calculated and the employee will be granted pay or additional vacation accumulation in an amount equal to one-half (1/2) of this differential credit. The remaining one-half (1/2) accumulation shall be credited to the secondary sick leave bank.

26.4 **BEREAVEMENT LEAVE** - Whenever an employee is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of grandparent, father, mother, brother, sister, (this includes step brothers and sisters) wife, husband, or child of employee, spouse, or domestic partner such employee shall, upon approval of their department director, be entitled to charge such absence as "bereavement leave" to a maximum of three (3) consecutive work shifts per occurrence. This leave may also be used in the case of a miscarriage by a female employee and/or employee whose spouse or registered domestic partner suffers a miscarriage. This would also apply in the case of a miscarriage by a surrogate. Any additional time that may be required must be approved by the Fire Chief (and will be approved if required by law) and will be charged first to sick leave, then the employee can choose between vacation, compensatory time off or floating holiday leave. If all such leaves are exhausted it will be charged to unpaid leave if the employee does not have accrued sick leave, vacation compensatory time off or floating holiday leave. The City Manager or designee, upon written request, may grant bereavement leave to an employee for persons in other relationships to the employee than are listed above.

26.5 **LEAVE OF ABSENCE WITHOUT PAY** - All paid leave must be exhausted prior to being granted leave without pay unless the employee is concurrently on a Family Care and Medical Leave or has reached the threshold for LTD eligibility. All paid leave must be exhausted prior to an employee being able to use catastrophic illness leave donations. Employees will not receive additional leave accruals while using catastrophic illness leave donations.

ARTICLE 27 - FITNESS ANALYSIS TESTING

27.1 **MANDATORY TESTING** - The City has a mandatory testing program for all employees represented by the Association with the exception of those members that may be on modified duty or are excused for medical reasons. Personnel on modified duty or excused for medical purposes shall be required to submit to the testing as soon as they are released to full duty. Failure to submit to the testing will be considered a failure. All members will be required to choose which of the below two options they will be participating in for that calendar year at a predetermined date. A member will not be allowed to change their selection until the following year.

Option One – Participate in the Santa Ana College Fitness Analysis: When a member chooses this option, they must pass the treadmill component with a minimum time of 10 minutes. Any member falling below the standard will immediately be subject to the provisions for test failure set forth below in Section 27.7.

Option Two - Participate in the Santa Ana College Physical Abilities Test: When a member chooses this option, they must complete the abilities test within 12 minutes. Any member with a time greater than 12 minutes will immediately be subject to the provisions for test failure set forth below in Section 27.7.

In cases where Santa Ana College refuses to test an employee, a letter from a testing facility/physician stating that the employee completed the required evaluation or test at a passing percentage for the physical fitness evaluation will be the required method of documentation.

27.2 **PROGRESS TRACKED** - The company officers, or a member designated by Fire Administration, shall track the progress of each member of their crew. Battalion Chiefs, or a member designated by Fire Administration, shall document the progress of each Captain under their command. Information regarding performance should be noted in annual performance reviews.

27.3 **DOCUMENTATION METHOD** - A letter from the testing facility stating that the member completed the evaluation or test at a certain percent for the physical fitness evaluation will be the method of documentation. No other information from the member shall be required by the City as proof.

27.4 **START DATE** - January 1 of each year will be the start date for that year's program.

27.5 **CITY COST** - The City will pay for the cost of options one and two, and whenever operationally feasible, provide time on duty to be tested. If the member elects to be tested off-duty, the member will not be paid overtime for that time.

27.6 **WORKERS' COMP** - The City will provide worker's compensation coverage for all on-duty and off-duty testing.

27.7 **TEST FAILURE** - The following process exists for failure of the Santa Ana College Fitness Analysis or Physical Ability Test:

First Failure - After the first failure, an expert in exercise (possibly an exercise physiologist) will design a six-month mandatory program to assist the individual in successfully attaining the minimum standard. A Captain or Battalion Chief will supervise this exercise program.

Second Failure - After the second consecutive failure, there will be another six-month mandatory supervised period.

Third Failure - After the third consecutive failure of the Santa Ana College Fitness Analysis or Physical Abilities test, the employee will be sent for a medical Fitness for Duty Exam paid by the City. Should the employee pass the Fitness for Duty Exam, the employee will continue in the mandatory supervised program for that year until such time that the employee passes the Santa Ana College Fitness Analysis or Physical Ability Test. Employees in this third situation will only be required to test on an annual basis. If the employee does not pass the Medical Fitness for Duty, the appropriate process will be initiated.

ARTICLE 28 - DISABILITY DISCRIMINATION

28.1 **DISCRIMINATION AVOIDANCE** - Because the Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA") require accommodations for individuals protected under the ADA, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may be disregarded in order for the City to avoid discrimination under ADA or FEHA relative to hiring, promotion, granting permanency, promotions, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

28.2 **INTERACTIVE PARTICIPATION** - The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of any proposed accommodations prior to implementation.

28.3 **PAST PRACTICE** - Any accommodation provided to an individual protected by the ADA or the FEHA, which are pursuant to ADA or FEHA, shall not establish a past practice, nor be cited or used as evidence of a past practice in any grievance/arbitration procedure.

ARTICLE 29 - COMPUTER AND INTERNET USE

29.1 **CITY POLICY** - Members of the Association agree to adhere to the City's Computer Use and Internet Authorization Policies. The City will continue to maintain an Intranet bulletin board for Association use.

29.2 **ASSOCIATION-PAID LINES** - The City agrees that Association-paid phone lines, cable lines or other means paid for by the Association in fire stations can be used by members to gain Internet access with the understanding that such usage will be in a responsible, ethical and legal manner.

ARTICLE 30 - DRUG TESTING FOR FIRE ENGINEERS

30.1 **REASONABLE SUSPICION** - The City will conduct reasonable suspicion drug testing for Fire Engineers and random testing for entry-level probationary employees per the City's Drug and Alcohol Policy Pursuant to the Department of Transportation Regulations.

ARTICLE 31 - GRIEVANCE PROCEDURES

31.1 **SUPERCEDE RULES AND REGULATIONS** -The following guidelines supersede Sections 3 and 4 of Rule 25, Grievance Procedure, of the City's Personnel Rules and Regulations.

31.2 **DEFINITION** - A "grievance" is a formal, written allegation by an aggrieved employee or the Costa Mesa Firefighters' Association that an employee has been adversely affected in the terms and conditions of their employment by violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, department rules, standard operating procedures and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Discipline Appeals Procedure.

31.3 PROCEDURE

a. Informal Resolution: Every effort shall be made to resolve a grievance through discussion between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

b. The supervisor must respond with the answer within (14) calendar days of the meeting.

c. If the supervisor's response does not result in an acceptable solution, the grievant and/or the Association may exercise its right to either proceed with the steps in this Grievance Procedure or waive the additional grievance steps and institute judicial proceedings.

d. Within fourteen (14) calendar days from the date of receiving the answer from their supervisor, the grievant may request and be granted an interview with the Deputy Chief or designee, in order to discuss the grievance further.

e. The Deputy Chief or designee must respond with the answer in writing within (14) calendar days of the meeting. Within seven (7) calendar days from the date of receiving the answer from the division manager, the grievant may request, in writing, and be granted an interview with the Fire Chief or designee.

f. The Fire Chief or designee shall render their decision in writing within fifteen (15) calendar days of receiving the grievance. If the Fire Chief or designee and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the department director, submit a written request with the City Manager or designee.

g. The City Manager or designee shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The City Manager or designee shall have the option of scheduling a meeting to hear the grievance, or a response shall be provided in writing. This will be considered an expression of management's viewpoint, and shall be the final administrative review.

h. If the time limits for further processing the employees' grievance at any step defined above should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent.

i. The employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

j. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or department director in presenting the appeal. However, no employee shall absent themself without first being excused by their supervisor.

k. No employee shall be required to be represented by an employee organization in processing a grievance.

l. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

m. The settlement terms of a grievance that is processed by an employee individually or by an informally recognized employee representative shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.

n. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document that all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

o. In the case of an alleged contract violation where the Association has been unsuccessful in its attempts to resolve the matter with authorized representatives of the City, the Association may exercise its right to institute judicial proceedings, and its failure to pursue this grievance procedure shall not be regarded as a failure to exhaust administrative remedies.

ARTICLE 32 - DISCIPLINARY PROCEDURES

32.1 **SUPERCEDE RULES AND REGULATIONS** - Any conflict or discrepancy between this Article and Rule 26 of the Personnel Rules and Regulations shall be clarified in accordance with this Article.

32.2 **BASIS FOR DISCIPLINARY ACTION** - The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which. shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance record. Disciplinary action shall be based upon any of the following grounds:

a. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.

b. Incompetency such as failure to comply with the minimum standards for an employee's position for a significant period of time.

c. Neglect of duty, such as failure to perform the duties required of an employee's position.

d. Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.

e. Dishonesty involving employment.

f. Being under the influence of alcohol or intoxicating drugs while on duty without a prescription.

g. Abuse of alcoholic beverages, narcotics or any habit-forming drug, in violation of the City's drug testing policy.

h. Inexcusable absence without leave.

i. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.

j. Discourteous treatment of the public.

k. Improper or unauthorized use of City property.

l. Violation of the rules and regulations of any department.

m. Any act of conduct undertaken which, either during or outside of duty hours, is of such a nature that it causes discredit to fall upon the City, the employee's department or division.

n. Failure to maintain proper conduct during working hours causing discredit to the employee's department or division.

o. Abuse of sick leave.

p. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.

q. Outside employment which conflicts with the employee's position and is not specifically authorized by the department head.

r. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.

s. Falsification of any City report or record, or of any report or record required to be, or filed by the employee.

t. Violation of any of the provisions of the City Code, ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, City Manager, department manager or supervisor.

u. Political activities precluded by Local, State or Federal law.

v. Other acts which are incompatible with service to the public.

32.3 **TYPES OF DISCIPLINE** - The following procedures shall be followed when, in the judgment of the Fire Chief or designee, an employee has committed an act or omission that justifies disciplinary action. Except for written warnings/reprimands, the Fire Chief or designee shall advise employees of contemplated

disciplinary actions in writing and allow the employee reasonable opportunity to respond to such charges prior to taking action.

When life, or employee safety, is endangered, or the self-control of an employee is questionable, a supervisor shall take immediate action to reduce or eliminate the danger or to establish control. In case of an emergency, an employee shall have all of the rights set forth herein except that in the discretion of the appointing authority, an employee may be placed on administrative leave with pay pending pre-disciplinary procedures. The City Manager or designee must be contacted immediately.

a. Warning/Reprimand - If the warning/reprimand is in writing, the Fire Chief or designee shall give the employee a copy and forward a copy to the City Manager or designee for review and retention in the employee's personal history file. A written warning/reprimand shall contain a description of the events which necessitated the action, specific expectations of change or improvement to be demonstrated by the employee, and notice of further action in the event a change by the employee does not occur. An employee shall have the right to attach a written rebuttal to this warning/reprimand.

b. Suspension - The Fire Chief or designee may suspend an employee with or without pay from their position. The appointing authority shall advise the City Manager or designee in writing of such intended action and shall give a copy of such statement to the employee. The written statement shall be accompanied by copies of all materials relating to the subject of the proposed discipline and shall contain a description of the events which necessitated the suspension, a statement of the charges, the right of the employee to meet with the appointing authority and/or to respond in writing within a reasonable time frame to the charges, and notice of further action in the event a change by the employee does not occur. Unless extended by approval of the City Manager or designee on written recommendation of the Fire Chief or designee, the maximum period of suspension shall be thirty (30) calendar days.

c. Demotion or Reduction in Pay - The Fire Chief or designee shall advise the City Manager or designee in writing of their intention to demote or reduce the salary of an employee prior to taking such action. In demoting an employee or reducing their salary, the department director shall make a written notice and shall give a copy of said notice for demotion or reduction in pay to the employee and forward a copy to the City Manager or designee for review and retention in the employee's personal history file. The written statement shall be accompanied by copies of all materials relating to the subject of the proposed discipline and shall contain a description of the events which necessitated the demotion, a statement of the charges, the right of the employee to meet with the appointing authority and/or respond in writing within a reasonable time frame to the charges, and notice of possible further action in the event a change or improvement by the employee does not occur.

d. Dismissal - The Fire Chief or designee shall advise the City Manager or designee in writing of their intention to dismiss an employee before taking such action. In dismissing an employee, the department director shall make a written notice and shall give a copy of said notice of dismissal to the employee and forward a copy to the City Manager or designee for review and retention in the employee's personal history file. The written statement shall be accompanied by copies of all materials relating to the subject of the proposed discipline and shall contain a description of the events which necessitated the dismissal, a statement of the charges, and the right of the employee to meet with the appointing authority and/or respond in writing within a reasonable time frame to giving the employee notice of the charges.

32.4 **NOTICES** - Written notices will be given to the employee in person whenever possible and the employee's signature obtained to indicate receipt. In the absence of personal service, the notice may be sent by registered mail.

32.5 **EMPLOYEE'S RESPONSE** - An employee's opportunity to respond to the appointing authority is not intended to be an evidentiary hearing. An employee has the right to have a representative of their own choosing at the meeting. The employee need not be accorded the opportunity to cross-examine a departments' witnesses. However, the limited nature of this response does not obviate the appointing authority's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the department director's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

The appointing authority will evaluate the proposed discipline in light of the employee's response, if any. Within five (5) business days of the employee's response, or other deadline for response established by the parties, the decision of the appointing authority will be transmitted in writing to the employee. Service of the decision will be in person or by registered mail.

32.6 **APPEAL PROCEDURES** - Any permanent employee in the classified service shall have the right to appeal any termination or demotion. The appeal process shall not be applicable to probationary employees. The appeal process shall not be applicable to verbal reprimands, performance evaluations and denial of merit increases.

An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager or designee and received in the Human Resources Division and date stamped by the Human Resources Division within the 10-day period.

If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. With respect to demotions and terminations, if, within the 10-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Division, an advisory arbitration appeal hearing shall be established as follows:

a. The employee shall file a written request with the Human Resources Division for advisory arbitration.

b. At the initiation of this MOU and the beginning of each subsequent calendar year, a list of registered arbitrators will be certified by the parties. CMFA and the City shall each submit the names of five (5) arbitrators to complete a listing of ten (10) arbitrators. The arbitrators shall be registered with the American Arbitration Association, California State Conciliation Service or some other agreed upon source. If a new list of arbitrators is not certified prior to February 28th of each calendar year, then the previous year's list of arbitrators will be carried over.

c. Within seven (7) calendar days of the employee's request for an arbitration appeals hearing, each party will strike three names from the established list. If a mutual agreement cannot be reached between the parties as to the selection of an arbitrator from the remaining four, the matter will be heard by the first available arbitrator who fits within the time frames of the process. The party to have the first opportunity to strike a name from the list of ten arbitrators shall be determined by lot. The priority of striking names shall alternate from one party to the other each time advisory arbitration is invoked by the same parties.

d. The selected arbitrator shall serve as the hearing officer.

e. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 60 calendar days, from the date of the filing of the appeal with the City Manager or designee. The parties may stipulate to a longer or shorter period in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing and the identity of the hearing officer to whom the matter has been assigned.

f. All hearings shall be private; however, the employee may request to open the hearing to the public.

g. Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party to the Hearing Officer, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

h. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

i. Each party shall have these rights: To be represented by legal counsel or other person of their choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called them to testify; and to rebut the evidence against them. If the employee does not testify in their own behalf, they may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

j. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   1. The party imposing discipline shall be permitted to make an opening statement;

   2. The appealing party shall then be permitted to make an opening statement;

   3. The party imposing disciplinary action shall produce the evidence on their part; the City bears the burden of proof and burden of producing evidence;

   4. The party appealing from such disciplinary action may then open their defense and offer their evidence in support thereof, the employee bears the burden of producing evidence for any affirmative defenses asserted;
   5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;

   6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

k. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. They shall base their findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in their discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, before or during a hearing, may grant a continuance for any reason they believe to be important to reaching a fair and proper decision. The hearing officer shall render their judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing, absent a stipulation from the parties that a longer period of time is warranted. Their decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

l. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. They may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. They may not recommend discipline more stringent than that issued by the department director.

m. The record of the administrative hearing and the hearing officer's opinion and recommendation shall be filed with the City Manager or designee, with a copy sent to the charged employee, and the City Manager or designee and shall set forth their findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

n. The City Manager or designee shall read the administrative record of the hearing, review the hearing officer's opinion and recommendation and then render a decision on the appeal within thirty days of the filing of said opinion and recommendation. The decision of the City Manager or designee shall be final and conclusive. Copies of the City Manager or designee's decision, shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager or designee.

o. The City shall bear the cost to the parties for the facilities, fees and expenses of the hearing officer if the hearing officer is not an employee of the City. These fees also include the fee of the court reporter and the costs of preparing the transcripts of the hearing. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process may not apply to mutual settlements by the parties that result in an arbitration fee.

p. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager or designee, the time of such discipline shall relate back to the date the employee was disciplined or after delivery of the City Manager or designee's decision if discipline was stayed pending the arbitration hearing. If the City Manager or designee's decision results in a reduction or elimination of a recommended loss of pay, the pay loss shall be restored to the employee.

q. In the cases of appeals from suspensions and reductions in pay, the hearing shall be conducted by the City Manager or designee. The employee shall bear none of the costs of the facilities, the hearing officer or other costs incurred by the City.

r. The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section, including the appeal of the City Manager or designee's final determination into the California Court System, which must be made in accordance to the time

standards and procedures established by Section 1094.5 and 1094.6 of California's Code of Civil Procedure.

ARTICLE 33 - RETURN TO WORK POLICY

33.1 **PHYSICIAN RELEASE** - The City has implemented through an Administrative Regulation a "Return to Work Policy" for employees who are released by their physician(s) to return to work for full duty in the manner set forth in Administrative Regulation 2.5 – Temporary Limited/Modified Duty.

33.2 **RETURN TO WORK TESTING**

a. Employees on Leave of Absence for More Than Ten Shifts but Less Than Six Months - Upon return to work for duty on the first shift, for any leave of absence of ten shifts or more (except Vacation) but less than six months, the employee will have a manipulative abilities test administered at the training tower by the Training Officer and/or their designee with the employee tested in the following areas:

1) Pull and extend 1 ¾" crosslay (200') pre-connected line
2) Able to crawl following one section (50') of 1 ¾" hose
3) Perform both tip and butt positions of a 24' extension ladder (includes raising and lowering the fly)
4) Don Breathing Apparatus in accordance with current standards (under 2 minutes)
5) Carry two spare S.C.B.A. bottles in full turnouts and wearing a S.C.B.A. to the 2nd floor landing.

b. Employees on Leave of Absence for Six Months or More – Upon return to work for duty on the first shift for any leave of absence of six months or more, the employee shall participate in the manipulative abilities test as described in Section 32.2 (a) and shall be required to complete the position specific tasks per the current Costa Mesa Fire and Rescue Policy Manual titled "Return to Work". The parties agreed to meet and confer on any changes to the "Return to Work" policy.

33.3 Any member not passing any of the above will placed on remedial training as described in the Costa Mesa Fire and Rescue Policy Manual titled "Return to Work".

ARTICLE 34 - MAXIMUM AGE FOR PUBLIC SAFETY EMPLOYEES

34.1 **ADMINISTRATIVE REGULATION** - The City shall implement an Administrative Regulation regarding the maximum age for public safety employees in the manner set forth in Administrative Regulation 2.4 – Maximum Age Policy for Public Safety Employees.

ARTICLE 35 - MEET AND CONFER IN GOOD FAITH

35.1 **ACT OR DECISION IMPACTING TERMS** -The City and CMFA agree to meet and confer in good faith within two weeks after passage of any Act or decision of any court of competent jurisdiction which has significant financial impact upon the City and may, as a result, affect the terms and conditions stated herein.

35.2 **NEW CONTRACT NEGOTIATIONS** - The parties agree to meet and confer in good faith after April 2027 (or earlier if both parties agree) on wages, hours and other terms and conditions of employment to be effective on or after the first pay period in July 2027.

REPRESENTATIVES OF THE COSTA MESA FIRE MANAGEMENT ASSOCIATION

STEVEN CATHEY
CMFA President

NICHOLAS CERCIELLO
CMFA Negotiations Team Member

MARK M. GEIGER JR.
CMFA Negotiations Team Member

ANDREW HARRIS
CMFA Negotiations Team Member

BRENT TURNER
CMFA Negotiations Team Member

REPRESENTATIVES OF THE CITY OF COSTA MESA

CECILIA GALLARDO DALY
Interim City Manager

ALMA L. REYES
Acting Assistant City Manager

CAROL MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

FANNI ACOSTA
Human Resources Administrator

CATHLEEN SERRANO
Acting Senior Budget Analyst