

SIDE LETTER OF AGREEMENT

CITY OF COSTA

AND

THE COSTA MESA CITY EMPLOYEES ASSOCIATION

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

WHEREAS, the Parties are currently parties to a Memorandum of Understanding (MOU) with a term that expires on June 30, 2025; and

WHEREAS, as a result of recruitment and retention issues in the Telecommunications Bureau, the parties have met and conferred for the purpose of restructuring classifications and updating compensation to assist in enhancing recruitment and retention efforts. This has resulted in the Parties agreeing to some modifications to their MOU; and

WHEREAS, the following memorializes the parties' agreement.

The Parties agree to the following modifications to their MOU effective the pay period beginning September 22, 2024 as reflected by the track changes to each of the articles below.

ARTICLE 3 - SALARIES AND WAGES

3.1 **BASE SALARY**

Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule per City Council resolution. An employee occupying a position in the classified service shall be compensated within the range established for his or her position as provided in Rule 6 of the Personnel Rules and Regulations. The minimum rate for the class generally shall apply to an employee upon his or her original appointment. Employees who are re-employed shall receive a rate within the range established for the class and agreed upon by the appointing authority and the employee prior to appointment.

Effective the pay period that begins on December 18, 2022 (with a pay date of January 6, 2023), two percent (2.0%) increase for all classifications subject to this MOU.

Effective the pay period that includes July 1, 2023, three percent (3%) increase for all classifications subject to this MOU.

Effective the pay period that includes July 1, 2024, three percent (3%) increase for all classifications subject to this MOU.

Effective the pay period that includes September 22, 2024, twelve and a half percent (12.5%) increase for the Public Safety Dispatch Supervisor classification.

3.4 RECRUITMENT AND RETENTION BONUS

Full-Time employees (i.e., employees scheduled to work forty (40) or more hours per week) in the classification of Public Safety Dispatcher, Senior Public Safety Dispatcher and Public Safety Dispatch Supervisor as of September 22, 2024 will be entitled to a one-time \$15,000 bonus. This bonus does not apply to employees hired on September 22, 2024 or later. The bonus will be paid in two installments: 1) 1st installment of \$7,500 will be paid with the pay period beginning September 22, 2024 and 2) 2nd installment of \$7,500 will be paid with the pay period beginning September 21, 2025. Employees must remain as an active full time employee (i.e., employees must remain in full-time status and cannot leave City employment) between September 22, 2024 and September 21, 2025 to be eligible for the second installment.

ARTICLE 4 – ADDITIONAL COMPENSATION

4.10 MOVE UP PAY

Eligible employees temporarily assigned to perform the work of a higher classification for a period of at least two weeks will be compensated at 5% above their current rate of pay for up to 90 days. After 90 days, either the position will be reclassified, the employee will be given an acting appointment, or the move-up duties will be removed from the employee's assignment. Time limits on move-up pay may be extended on an individual basis by prior written, mutual agreement by the City and CMCEA. An acting appointment will be made when the employee is performing all of the duties of the higher-level classification.

Move-up pay will be included in the calculation of the overtime rate when an employee earns overtime.

Effective the pay period that includes September 22, 2024, employees in the classification of Public Safety Dispatch Supervisor will no longer receive move-up pay on a regular basis. Public Safety Dispatch Supervisors may still be eligible to receive move-up pay on a temporary basis (i.e., when working in an upgraded position or classification for a limited duration).

The parties agree that to the extent permitted by law, the compensation for move up pay is special compensation for “classic member” employees and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay. This pay shall not be reported for “new members” as defined under PEPRA. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

4.13 TRAINING ASSIGNMENT PAY TELECOMMUNICATIONS BUREAU

The Telecommunications Bureau will establish standards and a selection process to select and designate employees as Public Safety Dispatch Training Officers. The City will pay selected employees Public Safety Dispatch Training Officer assignment pay (12.5% of base salary) on an as needed basis. However, training assignments are routine and consistent. This assignment pay will be paid for those hours worked while the employee is assigned and scheduled to provide training.

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 CCR, Section 571(a)(4) and Section 571.1(b)(3) Training Premium. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

ARTICLE 5 - CLASSIFICATION AND COMPENSATION

5.3 CLASSIFICATIONS IN THE TELECOMMUNICATIONS BUREAU

A. Communications Officer – Effective September 22, 2024, this classification will be re-titled to Public Safety Dispatcher.

B. Senior Communications Officer – Effective September 22, 2024, this classification will be re-titled to Senior Public Safety Dispatcher. This classification is distinguished from the Public Safety Dispatcher classification by the performance of duties related to police radio dispatching. Employees currently in the Public Safety Dispatcher classification will be reclassified to Senior Communications Officer once they meet the minimum qualifications of the Senior Public Safety Dispatcher classification.

C. Communications Supervisor – Effective September 22, 2024, this classification will be re-titled to Public Safety Dispatch Supervisor.

ARTICLE 6 – HOURS WORKED

6.1 OVERTIME

If an employee is required to work longer than the normal work week or shift, the employee shall be compensated for the overtime either (1) by being allowed one and one-half (1-1/2) times the amount of actual overtime hours worked, to be earned as compensatory time off ("comp time"), or (2) by payment for such overtime actually worked paid at time and one half. Overtime will be paid as follows: if actual hours worked exceed 40 hours in the defined workweek the employee shall be paid for those hours per the requirements of the Fair Labor Standards Act (FLSA) and paid at their regular rate of pay per the FLSA. If an employee works hours outside their regular shift, but the employee has not worked in excess of 40 hours in their workweek (because they took some form of leave) those hours are referred to as "contract overtime" and paid at 1.5 times the employee's base hourly rate of pay if the overtime is mandatory and 1.0 times the employee's base hourly rate of pay if the overtime was voluntary.

Effective June 18, 2023, if the total number of active, off probation Senior Public Safety Dispatchers and Public Safety Dispatch Supervisors falls below eighteen (18), employees in the Public Safety Dispatcher, Senior Public Safety Dispatcher and Public Safety Dispatch Supervisor classifications who actually work over 60 hours per week, will receive an additional half-time (0.5) the employee's base hourly rate of pay for the hours worked above 60 hours per week.

Paid leave shall not be considered hours worked for purposes of computing overtime eligibility.

ARTICLE 22 – CONVERSION TO FULL-TIME EMPLOYEE

Part Time employees in the Public Safety Dispatcher or Senior Public Safety Dispatcher classifications who are rehired to full-time status in the same classification will have their probationary period waived if they meet the following criteria:

1. Employees must have previously completed the probationary period for their classification.
2. There was no break in City service in the same classification over one year between their full-time and part-time employment.

Service as a part-time employee will not count towards City or Department full-time seniority.

REPRESENTATIVES OF THE COSTA MESA
CITY EMPLOYEES ASSOCIATION

ROBERT GONZALEZ
CMCEA President

RYAN BOHR
CMCEA Vice President

REPRESENTATIVES OF THE CITY OF
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LORI ANN FARRELL HARRISON
City Manager

KASAMA LEE
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