

MEMORANDUM
OF
UNDERSTANDING



**Between The Representatives Of The
Costa Mesa Fire Management Association
And The City of Costa Mesa**

2017
2022

**CMFMA
MEMORANDUM OF UNDERSTANDING**

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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 Management Association (hereinafter called the "Association" or "CMFMA") 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 Battalion Chief, Division Chief and Deputy Chief, excluding all non-sworn Fire Department employees (hereinafter referred to as "represented employees" or "unit members") . 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 represented employees.

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 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case such part or provision, and only such part or provision, shall be severed from this MOU or shall be suspended or superseded by such applicable laws and regulations.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.

1.5 The Parties hereby agree that all of the material terms and conditions of previous agreements between CMFMA and the City and applicable Resolutions are hereby superseded by the adoption of this MOU.

1.6 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.

1.7 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, "sick-outs", 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.

1.8 The Association recognizes its duty and obligation to comply with the provisions of Section 1.7 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 1.7, the Association hereby agrees to direct its members to cease said action or conduct forthwith.

1.9 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.

ARTICLE 2 - TERM OF AGREEMENT

2.1 **TERM** - The term of this five year MOU will commence on July 1, 2017, and will expire on June 30, 2022.

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** – The salary adjustments will be implemented for the benchmark class of Battalion Chief and applied equally to Division Chief. The City will adjust the monthly base salary for CMFMA members based on the following:

First Year of the Agreement - Effective the pay period that includes July 1, 2017, monthly base salary of represented employees shall be increased by 4.5%

Second Year of the Agreement - Effective the pay period that includes July 1, 2018, monthly base salary of represented employees shall be increased by 4.5%

Third Year of the Agreement - Effective the pay period that includes July 1, 2019, monthly base salary of represented employees shall be increased by 4%

Fourth Year of the Agreement - Effective the pay period that includes July 1, 2020, monthly base salary of represented employees shall be increased by 3%

Fifth Year of the Agreement - Effective the pay period that includes July 1, 2021, monthly base salary of represented employees shall be increased by 2%

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 all “compensation earnable” as defined by the Public Employees Retirement Law [Gov. Code § 200000 et seq.]

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** - Employees shall have the option of choosing medical coverage under the Public Employees’ Medical Health Care Act (PEMHCA).

5.3 **CONTRIBUTION AMOUNT** –The City shall contribute an amount toward the executive flexible benefit plan bucket (which includes the PERS statutory minimum) for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Choice medical plan under the California Public Employees’ Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.

5.4 **QUALIFICATION FOR FLEX CONTRIBUTION** - Employees must receive compensation for the entire payperiod 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 payperiod. 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 payperiod during which an employee has exhausted all paid leave benefits. Its application shall take effect the following payperiod.

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. “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 his or her 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:
 - i. Effective at the beginning of the pay period following City Council approval of this MOU, these employees will pay four and a half percent (4.5%) compensation earnable towards their CalPERS member contribution. The City pays and reports four and a half percent (4.5%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4)

pursuant to section 20691. The value of the EPMC shall be reported to CalPERS as compensation earnable pursuant to Government Code section 20636 (c)(4).

- ii. Effective at the beginning of the pay period which includes July 1, 2018, these employees will pay the full nine percent (9%) CalPERS member contribution as compensation earnable towards their 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.
- b. Tier 2 Employees Subject to the 2% @50 formula:
- i. These 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. Employees in tier 1 subject to the 3% @50 formula pay additional retirement contributions into their employee account with PERS as cost sharing as follows:
 - i. Employees pay five percent (5%) compensation earnable as cost sharing in accordance with Government Code section 20516(a).
 - ii. Effective at the beginning of the pay period which includes July 1, 2019, these employees will continue to pay five (5%) of compensation earnable pursuant to the cost sharing provisions set forth in Government Code section 20516(a) and an additional 3% of compensation earnable pursuant to the cost sharing provisions set forth in Government Code section 20156(f)
- b. Employees in tier 2 subject to the 2% @50 formula pay additional retirement contributions into their employee account with PERS as cost sharing as follows:
 - i. Effective at the beginning of the pay period following City Council approval of this MOU, these employees will pay one half percent (0.5%) compensation earnable as cost sharing in accordance with Government Code section 20516(f).
 - ii. Effective at the beginning of the pay period which includes July 1, 2018, these employees will pay an additional four and a half percent (4.5%) for a total of five percent (5%) compensation earnable as cost sharing in accordance with Government Code section 20516(f).
 - iii. Effective at the beginning of the pay period which includes July 1, 2019, these employees will pay an additional three percent (3%) for a total of eight percent (8%) compensation earnable as cost sharing in accordance with Government Code section 20516(f).

B. “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 his or her 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 formula pay additional retirement contributions as cost sharing as follows:
 - i. Effective at the beginning of the pay period which includes July 1, 2018, these employees will pay two and a half percent (2.25%) compensation earnable as cost sharing in accordance with Government Code section 20516(f).
 - ii. Effective at the beginning of the pay period which includes July 1, 2019 these employees will pay an additional three percent (3%) for a total of five and one half percent (5.50%) compensation earnable as cost sharing in accordance with Government Code section 20516(f).
 - b. Notwithstanding subparagraph 4(a) above, subsequent to July 1, 2018, the cost share payment for PEPRA employees will fluctuate if the normal cost rate changes. If the half the normal cost rate reduces below 11.50%, 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 14% for retirement. If the half the normal cost rate increases above 11.50%, 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 17% for retirement. If the half the normal cost rate goes above 17%, 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.

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 21363.2 (3% @ 50 formula for Tier 1 classic employees only)
- Section 21362 (2% @ 50 formula for Tier 2 classic employees only)
- Section 7522.25(d) (2.7% @ 57 formula for new members)
- Section 20042 (One Year Final Compensation for Tier 1 classic employees only)
- Section 20037 (Three Year Final Compensation for Tier 2 classic employees and new members only)

- Section 20516(a) (Employees Cost Share, Tier 1 and Tier 2 classic employees only)
- Section 20965 (Credit for Unused Sick Leave)
- Sections 21624/21626 (Post-Retirement Survivor Allowance)
- Section 21620 (Retired Death Benefit of \$500)
- Section 21329 (COLA of 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 21022 (Public Service Layoff)
- Section 21548 (Pre-Retirement Option 2W)
- Section 21027 (Military Retiree)
- Section 21023.5 (Peace Corps/AmeriCorps Service)
- IRC 414(h)(2) (Pre-tax payroll deduction plan for 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 (Appendix A). 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 **RECOGNIZED HOLIDAYS** - These represented employees shall be entitled to receive twelve (96 hours) holidays during the calendar year. The following dates and such other days or portion of days as may be designated by the City Council shall be observed as holidays on which City Hall will close: January 1, New Year's Day: third Monday in January, Martin Luther King's Birthday: third Monday in February, Washington's Birthday; last Monday in May, Memorial Day observance; July 4, Independent Day; first Monday in September, Labor Day; November 11, Veteran's Day observance; fourth Thursday in November, Thanksgiving; the Friday immediately following Thanksgiving; and December 25, Christmas Day. February 12, Lincoln's Birthday, and September 9, California's Admission Day, shall be recognized as holiday observances on which City Hall will remain open. In the event any of the above holidays fall on Sunday, the following Monday will be observed.

8.2 **CASH PAYMENT – 56 Hour Employee** - At the end of any pay period during the calendar year, employees may elect to receive a cash payment in lieu of earned holiday benefits up to a maximum of 134.4 hours per calendar year. Employees hired after January 1 of each year are eligible for holiday pay on a pro rata basis during the calendar year.

based on the established City holiday schedule. If an employee separates from the service of the City and has 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 the holiday benefits paid, but unearned at the time of separation from the employee's final paycheck. This holiday in lieu payment shall be reported to CalPERS as compensation earnable pursuant to California Code of Regulations section 571(a)(5).

8.3 **CASH PAYMENT – 40 Hour Employee** – represented employees assigned to Fire Administration on a 40 hour work week will be entitled to the following option:

Employees may elect to use available holiday time for additional time off, or they may cash out available holiday time for pay to maximum of 96 hours per calendar year. This irrevocable election must be made at the beginning of each calendar year. This holiday in lieu payment shall be reported to CalPERS as compensation earnable pursuant to California Code of Regulations section 571(a)(5).

8.4 **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 the represented employees.

ARTICLE 9 - BILINGUAL PAY

9.1 **BILINGUAL CERTIFICATION** - Bilingual pay for members of the Association will be 5% or 2.5% of the top step base salary for the Fire Engineer classification and shall be paid in addition to all other compensation to those sworn personnel who are certified as bilingual. Employees currently compensated above the 5% rate will be “grandfathered” until recertification. Fire Administration will keep records of the individuals who elect to receive bilingual training and those who receive bilingual pay. The City will pay for bilingual training or for the bilingual skill, but not both. Employees may be tested by the Human Resources Division annually as to their language proficiency in order to maintain eligibility for bilingual pay. The City will pay for one test per year per employee. An employee may take the test more than once during the calendar year at his/her own expense.

9.2 **SECOND LEVEL OF PROFICIENCY** - There is a second level of proficiency, designed for employees who are capable of “speaking only” and who shall receive 2.5% of top step Fire Engineer salary. Testing procedures will be determined and administered by the City. This level of proficiency is not intended to replace the “higher” 5% level of proficiency or to “demote” employees currently receiving that level of benefit providing they maintain appropriate proficiency.

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 his/her 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 - OVERTIME

10.1 **OVERTIME COMPENSATION -**

- A. Employees in the classification of Battalion Chief will be compensated at a rate of one and a half times the employees' "regular rate of pay" for all time worked in excess of their regular work schedule, except as provided below in 10.3.
- B. Employees in the classifications of Deputy Chief and Division Chief will be compensated at the straight time rate of the employees' "regular rate of pay" for all time worked in excess of their regular work schedule.
- C. 28 day work cycle is defined as the pay period and all hours that are included in it.

10.2 **COMPENSATORY TIME –**

- A. Deputy Chief / Division Chief may accrue Compensatory Time in lieu of pay up to a maximum of 100 hours at any one time.
- B. Compensatory Time will be earned on a 1 for 1 (straight time) accrual for every hour worked in addition to the normally assigned work schedule.
- C. The employees shall have the option to convert compensatory time off to cash at the regular rate of pay at any time.
- D. Compensatory Time may be used for additional time off with full pay.

10.3 **OVERTIME PAY vs SICK and VACATION USAGE**

Battalion Chiefs - During any 28 day pay period, if a Battalion Chief uses Sick or Vacation time and additionally works any overtime hours during that pay period, he will be compensated at the straight time regular rate of pay until those additional hours worked exceed the Sick or Vacation time used. Additional hours worked that exceed any Sick or Vacation Time used will be compensated at one and one half times the employee's regular rate of pay. This section will be applied in a prospective basis and will be implemented when the City has the means and mechanisms to do so.

Exemplar – During a 28 day pay period if a BC takes 24 hours of Vacation Time and during the same 28 day pay period the BC works an additional 36 hours of overtime, then the BC would be entitled to 24 hours of additional pay at the straight time regular rate of pay and 12 hours of premium overtime compensation at one and one half times the employees' regular rate of pay.

10.4 **CALL-BACK or CALL-OUT FOR DUTY-** Anytime a represented employee is required to report for duty for staffing level requirements, needs of the department, State and Federal Call Out, emergencies, disasters, fire investigation responsibilities, department-related emergency needs, or required attendance, that employee shall receive a minimum of two (2) hours of additional pay at the appropriate hourly rate based on hours worked in the pay cycle.

- A. This does not apply to early reporting or "hold-overs"
- B. Deputy Chief / Division Chief will receive Straight Rate of Pay or Compensatory Time.

10.5 **STATE AND FEDERAL CALL OUT** – All State and Federal Call Out will be Compensated “Portal to Portal”

- A. All Battalion Chiefs will be paid at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay for additional hours required to worked more than the normal work week or shift schedule. All pay will be “Portal to Portal”.
- B. Deputy Chief / Division Chief will be paid at the straight time regular rate of pay for additional hours required to be worked more than the normal work week or shift schedule. All pay will be “Portal to Portal”.

10.6 Battalion Chiefs - All Mandatory or “Force” coverage will be at one and a half times the employees’ regular rate of pay.

10.7 At the approval of the Fire Chief, the Deputy Chief / Division Chief may work down into the Battalion Chief Position to cover a shift. If the coverage is in addition to the normal working hours, then the provisions of section 10 will be in effect.

ARTICLE 11 – EXECUTIVE LEAVE

11.1 Effective the pay period inclusive of January 1, 2018, represented employees will no longer receive Executive Leave.

ARTICLE 12 – UNIFORM MAINTENANCE ALLOWANCE

12.1 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 special compensation for retirement calculation purposes for classic employees and is currently reported as \$17 per pay period.

ARTICLE 13 - STAFFING LEVELS

13.1 **POSITIONS** – Will consist of (1) Battalion Chief per day (56 hour employee) for a total of 3 control positions. (1) Division / Deputy Chief – Fire Administration (40 hours employee), for a total of 1 control position.

13.2 **WORK SCHEDULE EXAMPLER** – See Appendix B

ARTICLE 14- BENEFIT REVIEW COMMITTEE

14.1 **BENEFIT REVIEW COMMITTEE** – CMFMA shall maintain one representative 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 CMFMA on changes to the City’s group benefit plans.

ARTICLE 15 - LABOR/MANAGEMENT MEETINGS

15.1 **TWICE PER YEAR** - The City and CMFMA agree as needed to discuss issues of mutual interest.

ARTICLE 16- HOURS POOL RECONCILIATION

16.1 **ZEROING OF HOURS** (Applicable to Battalion Chiefs only) - The CMFMA 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 closest to July 1, in which all three (3) shifts normally reach zero. 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 Division Chief or his/her designee to ensure compliance. Open ended is defined as no payback day is scheduled.

ARTICLE 17 - TUITION REIMBURSEMENT

17.1 **PASSING GRADE** - Tuition, certification fees, and textbook costs involved in educational courses which may be taken by an employee and which pertain to his/her 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.

17.2 **REIMBURSEMENT AMOUNT** - The City will reimburse up to a maximum of \$1,250 per fiscal year for qualifying expenses.

17.3 **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.

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

ARTICLE 18 – TECHNOLOGY ALLOWANCE

18.1 Employees covered by this MOU shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

ARTICLE 19 - ADMINISTRATION ASSIGNMENT PAY

19.1 **PAY FOR ASSIGNMENT – Administrative Assignment pay** - Battalion Chief shall be entitled to compensation in the amount of 5% of the employee's base salary when permanently assigned by the Fire Chief to a 40 hour administrative assignment workweek. This additional compensation shall be reported to CalPERS as compensation earnable.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

20.1 The City agrees to reimburse represented employees up to \$1,000 per fiscal year for activities, materials; equipment or fees that will aid in their individual professional development. The Intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing Job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance. These activities, materials, equipment or fees are intended to be beyond what is-budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related.
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations · relevant to the CMFMA member’s job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Direct purchase of qualifying ·computer equipment defined in Administrative Regulation 2.29

ARTICLE 21 - SICK LEAVE PROGRAM

21.1 **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 his or her child, parent, spouse or registered domestic partner, grandparent, grandchild and sibling 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 his or her child, parent, spouse or registered domestic partner, grandparent, grandchild and sibling 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 his/her 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 Fire Chief indicating fitness to return to duty.

21.2 **ACCUMULATION OF SICK LEAVE** - 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. CMFMA Members will receive **3.69** hours (5.16 hours for 56 hour members) of sick leave per pay period. Upon reaching this maximum number of accumulated sick leave hours, the employee's biweekly benefit 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.
 - 2. Converted into vacation hours.
- B. The remaining one-half benefit will be placed in a Secondary Sick Leave Bank for the employee.

21.3 **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..

21.4 **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. The secondary sick leave bank has no maximum accrual.

21.5 **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 his/her current hourly base rate for one-half of the sick leave in his/her 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 his or her 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 his/her 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 his or her 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 - CERTIFICATION PROGRAM

23.1 **ELIGIBILITY** – All items in the Certification Program are eligible to all members represented by this MOU

<u>Certification / Degree</u>	<u>Monthly Award</u>
CA State Fire Chief Officer	2.5%
CA State Fire Marshal	2.5%
National Fire Academy – Executive Fire Officer	2.5%
Master’s Degree	2.5%
Urban Search and Rescue	1.25%
Strike Team Leader	1.25%
CA Specialized Training Institute PIO – JIC/JIS or (G290-291)	1.25%

23.2 **CRITERIA**

- A. Awards are based on the percentage of base salary. The maximum cumulative award payable to any employee shall not exceed 7.5% of base salary. These awards shall be reported to CalPERS as “compensation earnable” (Educational Incentive) pursuant to California Code of Regulations section 571(a)(2).
- B. The parties recognize that this program needs to be reviewed and updated on a periodic basis to ensure its vitality and relevance.
- C. Employees who possess a certification for a promotional classification are eligible for move-up assignments and pay.
- D. 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.
- E. Employees must submit official documentation/transcripts to the Fire Chief confirming that he or she is in possession of the required certifications and degrees prior to receiving an award.
- F. It is the intent of the parties that any units/degrees submitted are accredited by Western Association of Schools and Colleges (WASC, www.wascweb.org), Council for Higher Education Accreditation (CHEA, www.chea.org/directories), or pre-approved by the Fire Chief or designee.

ARTICLE 24 - LAYOFF PROCEDURES

24.1 **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 Fire Chief shall notify the Human Resources Director 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.

ARTICLE 25 - LEAVES OF ABSENCE

25.1 **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.

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

- A. Represented employees shall accrue an annual vacation with pay in accordance with following provisions
- B. Vacation Banks will be capped at 320 hours (448 for 56 hour shift employee)

56 Hour Work Week Vacation Accrual Rates and Max Bank Hours		
<u>Years of Service</u>	<u>Hours/Year</u>	<u>Max Bank Hours</u>
1 - 2.99	128.8	257.6
3 - 4.99	162.4	324.8
5 - 9.99	196.0	392
10 - 14.99	229.6	448.0
15 - 19.99	263.2	448.0
20+	296.8	448.0
40 Hour Work Week Vacation Accrual Rates and Max Hours		
<u>Years of Service</u>	<u>Hours/Year</u>	<u>Max Bank Hours</u>
1 - 2.99	92.0	184.0
3 - 4.99	116.0	232.0
5 - 9.99	140.0	280.0
10 - 14.99	164.0	320
15 - 19.99	188.0	320
20+	212.0	320

25.3 **VACATION LEAVE** – Vacation will be used in accordance with current accepted Fire Department procedures.

25.4 VACATION CASH OUT

- A. Vacation Leave Cash-Outs (40 hour employees) – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employees maximum accrual and regardless of the employees Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a “2 for 1” usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.
- B. Vacation Leave Cash-Outs (56 hour employees)– Each fiscal year, employees will have the following cash-out options: 1)A single one hundred twelve (112) hour cash-out any time during the fiscal year, regardless of the employees maximum accrual and regardless of the employees Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a “2 for 1” usage ratio, up to a maximum of 112-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 112-hours Vacation Leave, the employee would need to use 56 hours of Vacation Leave.
- C. All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the “Cash-Out” and/or “Vacation Leave” options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by the City Manager, there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.
- D. Implementation of Vacation Accrual Ceiling – In order to provide a grace period in relation to the vacation accrual implementation and ceiling, employees will have the option of a 1-time MOU implementation cash-out, at which time employees may elect a cash-out of accrued Vacation Leave down to a maximum accrual of 240 (40 hour employee) or 336 (56 hour employee) hours. Employees will not be required to use any Vacation Leave in order to elect this 1-time implementation cash-out.

25.5 **TERMINAL VACATION PAY** - Upon termination, a CMFMA member will receive compensation at his/her current base rate of pay for all unused earned vacation up to and including the date of termination.

25.6 **BEREAVEMENT LEAVE** - Whenever an employee who is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of father, mother, grandfather, grandmother, brother, sister, spouse, registered domestic partner, or child of employee or spouse, such employee shall, upon approval of the Fire Chief, be entitled to charge such absence as “bereavement leave” to a maximum of three (3) consecutive work shifts days per occurrence. Any additional time that may be required would be charged to sick leave. The City Manager, upon written request, may grant bereavement leave for persons other than heretofore listed.

25.7 **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 26 - 401(A) DEFERRED COMPENSATION PLAN

26.1 **DEFERRED COMPENSATION PLAN** - The 401(a) deferred compensation plan provides represented employees with another tax-deferred savings plan for future financial planning. The City will continue to provide a 0.5% per pay period employer contribution for all represented employees who participate in the plan. However, the City will not provide an employer contribution to the current 457 deferred compensation plan and the executive must make all 457 contributions.

ARTICLE 27 - DISABILITY DISCRIMINATION

27.1 The City shall comply with all provisions of the Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA").

ARTICLE 28 - CITY VEHICLE OR MONTHLY AUTOMOBILE ALLOWANCE.

28.1 The following classifications shall be provided with a City vehicle or monthly automobile allowance:

Assigned City Vehicle: Deputy Chief and Division Chief. Should a vehicle not be provided then a \$575 Monthly Automobile Allowance will be provided. The City Manager has the sole discretion to grant, modify or deny use of the City vehicle or grant an allowance for Division Managers.

ARTICLE 29 - DISCIPLINARY PROCEDURES - FBOR

29.1 The parties agree to adhere to all provisions of the Firefighters Procedural Bill of Rights (FBOR) as set forth in section 3250, et. seq. of the California Government Code.

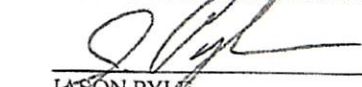
ARTICLE 30 - RETURN TO WORK POLICY

30.1 **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 Appendix C.

ARTICLE 31 - MEET AND CONFER IN GOOD FAITH

31.1 **NEW CONTRACT NEGOTIATIONS** - The parties agree to meet and confer in good faith after January 2022 on wages, hours and other terms and conditions of employment to be effective on or about the first pay period in July 2022.

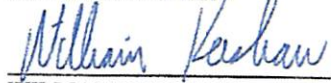
REPRESENTATIVES OF THE COSTA MESA
FIRE MANAGEMENT ASSOCIATION



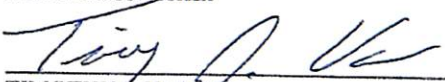
JASON PYLE
FIRE DIVISION CHIEF



KEVIN D. DIAMOND
BATTALION CHIEF



WILLIAM KERSHAW
BATTALION CHIEF




TIMOTHY J. VASIN
BATTALION CHIEF

REPRESENTATIVES OF THE CITY OF
COSTA MESA



TAMARA S. LETOURNEAU
ASSISTANT CITY MANAGER



LANCE M. NAKAMOTO
HUMAN RESOURCES MANAGER

APPENDIX A

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
RETIRED EMPLOYEES' MEDICAL PROGRAM	300-1	8/19/03	1 of 4

PURPOSE

The purpose of this policy is to establish the eligibility criteria, participation requirements, and benefits to be provided for life and medical insurance for retired employees of the City.

POLICY

A. Eligibility

1. Employees:
 - a. Full-time employees who are currently employed or who will be employed full-time as of December 31, 2003; and,
 - b. Have participated in the City's group medical plan for a minimum of five (5) consecutive years at any time during employment and are enrolled in the medical plan immediately prior to retirement; and,
 - c. Immediately commence receiving a retirement allowance from the Public Employee's Retirement System (PERS) upon separation from City employment.
2. City Council Members are eligible to participate on the same basis as full-time employees, with the following exceptions:
 - a. City Council Members must have sufficient service time vested with PERS to be eligible for a monthly retirement benefit under the system (five (5) years of service time or more), and shall retire and commence receipt of a monthly retirement allowance within 30 days following their separation from office.
 - b. Council Members shall be enrolled in the medical plan immediately prior to retirement.
 - c. Council Members shall pay all premium costs without City contribution.
3. Retirees:
 - a. All Retirees who are currently participating in the City's medical plan; and
 - b. Who have previously met the eligibility requirements of this Policy; and
 - c. Who continue to receive monthly benefits from the retirement system.

B. Participation Requirements and Contributions

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
RETIRED EMPLOYEES' MEDICAL PROGRAM	300-1	8/19/03	2 of 4

1. The City contribution rate is based upon the following criteria:
 - a. The effective date of retirement.
 - b. The number of years the employee/retiree has spent with the City as a full-time employee, with a minimum of 10 years of service required for eligibility for a contribution.
 - c. The maximum contribution is for the "employee only" premium of the plan selected by the majority of active employees, as determined by the City, to a maximum of \$500 per month.
 - d. The contribution may be 100% of the rate for the Medicare-qualified Retiree, where the Supplement to Medicare premium is lower than the dollar contribution that the Retiree would otherwise qualify for.

2. The City's monthly contributions will be calculated as follows:
 - a. Retirees who have retired from City service on or before July 19, 1993;
 - 10 to 19 years of service 50%, not to exceed \$250
 - 20 to 29 years of service 75%, not to exceed \$375
 - 30 years of service or more 100%, not to exceed \$500

 - b. Retirees who have retired from City service July 20, 1993 through August 18, 2003:

The contribution rates are based upon the actual years of service (rounded to the nearest full year) beginning with 10 years of service at 50%, and progressing in 2-1/2% increments to 100% at 30 years of service or more. The maximum monthly contribution at the 100% benefit level is \$500. The maximum monthly contribution at benefit levels less than 100% is the dollar amount resulting from the applicable % rate applied to \$500.

Example: Retiree is eligible for a 70% contribution
 $\$500 \times 70\% = \350 maximum monthly contribution

 - c. Employees who retire effective August 19, 2003 and thereafter:

The contribution rates are based upon the actual years of service (rounded to the nearest full year) beginning with 10 years of service at 50%, and progressing in 3-1/3% increments to 100% at 25 years of service or more. The maximum monthly contribution at the 100% benefit level is \$500. The maximum monthly contribution at

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
RETIRED EMPLOYEES' MEDICAL PROGRAM	300-1	8/19/03	3 of 4

benefit levels less than 100% is the dollar amount resulting from the applicable % rate applied to \$500. (see example above.)

d. Employees hired after January 1, 2004 will participate in the mandatory defined contribution plan and are not eligible for the Retired Employees' Medical Program.

3. The Retiree will pay the remaining premium, if any, based upon the above schedules, in excess of the City contribution for the coverage selected. The Retiree will also pay all premiums for any eligible dependents enrolled on the Retiree's coverage.
4. Premium remittance by the Retiree shall be in the method prescribed by the City and medical plan requirements, and may be subject to change from time to time. Premium payment may be facilitated through deductions from the Retiree's monthly PERS retirement allowance, or, may require direct payment to the City. By whatever method of payment used, the City shall have the right to cancel coverage if payment is not received in accordance with City requirements. This cancellation will only take place after the City notifies the participant of their rights of continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
5. There is a forfeiture of contribution provision for the Retired Employees' Medical Program. Should a Retiree elect to cancel enrollment in the City Medical Plan, they may be eligible to re-enroll at a future Open Enrollment Period, subject to applicable plan rules. However, any premium contribution from the City previously received is forfeited and will not resume, and the Retiree will be solely responsible for payment of the full premium for the new coverage selected.

C. Life Insurance

1. Retired employees of the City will be eligible for term life insurance in the amount of \$1,000 for the retired employee and \$500 for their spouse.
 - a. To maintain eligibility, the Retiree shall comply with all record keeping requirements of the City, including responding to periodic requests for updated information.

D. Notations

1. The benefits offered by the Retired Employees' Medical Plan are the same benefits available to active employees of the City under the City Medical Plan and are processed in the same manner.
2. This policy covers all employees currently retired and participating in the medical plan and is available to Employees retiring in the future who meet the eligibility requirements listed above, and who are employed full-time as of December 31, 2003.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
RETIRED EMPLOYEES' MEDICAL PROGRAM	300-1	8/19/03	4 of 4

3. Employees hired after January 1, 2004 will participate in the mandatory defined contribution plan and are not eligible for this Retired Employees' Medical Program.

Amended by Minute Resolution adopted December 11, 1989
Amended by Minute Resolution adopted July 20, 1993
Amended by Minute Resolution adopted September 2, 2003

2017 FIREFIGHTERS SHIFT SCHEDULE

JANUARY							FEBRUARY							MARCH							APRIL								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14	15	9	10	11	12	13	14	15	16
15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18	19	16	17	18	19	20	21	22	23
22	23	24	25	26	27	28	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	23	24	25	26	27	28	29	30
29	30	31					26	27	28					26	27	28	29	30	31			30							

MAY							JUNE							JULY							AUGUST								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8
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28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	30	27	28	29	30	31			

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8
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22	23	24	25	26	27	28	22	23	24	25	26	27	28	12	13	14	15	16	17	18	19	17	18	19	20	21	22	23	24
29	30						29	30	31					19	20	21	22	23	24	25	26	24	25	26	27	28	29	30	31

A SHIFT = RED

B SHIFT = BLUE

C SHIFT = GREEN

APPENDIX C

ADMINISTRATIVE REGULATION
CITY OF COSTA MESA

A. R. 2.5
September 3, 1971
July 1, 2000 (Revised)
Page 1 of 4

TEMPORARY LIMITED/MODIFIED DUTY

I. **PURPOSE:**

The purpose of this regulation is to establish a uniform procedure for utilizing employees who have been released to return to work with temporary work limitations or restrictions by a licensed physician due to occupational or non-occupational injuries or illnesses, to promote effective use of valuable employee resources to maintain departmental productivity at the highest levels possible, and to reduce the cost of employee absences.

II. **POLICY:**

Departments are encouraged to provide suitable temporary modified duty assignments in accordance with a doctor's work release instructions, whenever meaningful and/or needed work can be performed by the recuperating employee.

III. **PROCEDURE:**

- A. An employee who is off work on personal leave or industrial accident leave is to notify his/her department immediately when any type of limited/modified duty work release has been obtained from his/her doctor. A "Medical/Return to Work Release" form may be considered for use by departments. Fire Department employees will use the form only to verify that the job description was reviewed by the treating physician.
- B. The department should evaluate the nature of the work limitations or restrictions imposed, review the work needs of the department, and identify a suitable assignment. The temporary assignment may be in the same, equal, or lower job classification. The Human Resources Division should be consulted on all cases involving work-related injuries or illnesses before instituting the modified duty assignment.
- C. In cases of industrial accident leave, if the employee's own department does not have suitable modified duty to offer, the Human Resources Division may arrange for a temporary alternate assignment to be provided within another city department. Sworn police officers will not be placed in a temporary alternate assignment outside of the Police Department.
- D. A temporary limited/modified duty assignment should not be altered, nor an employee returned to full and unrestricted duty, without the appropriate written medical clearance to do so.
- E. Employees off work on industrial accident leave who fail to notify their departments when given any type of a work release may be subject to disciplinary action.

IV. EFFECTIVE DATE:

The effective date of this Administrative Regulation is September 3, 1971, revised on July 1, 2000.

TAMARA S. LETOURNEAU
Assistant Chief Executive Officer

THOMAS R. HATCH
Chief Executive Officer

SAMPLE ONLY

**COSTA MESA FIRE DEPARTMENT
MEDICAL/RETURN TO WORK RELEASE**

Name _____

Shift Assignment _____

Date _____

_____ **Firefighter/Paramedic**

Responds to alarms of fire or other emergencies; utilizes various tools, equipment and methods to fight fires; responds to requests for emergency medical care and performs rescue activities; conducts fire prevention inspections, enforces fire related codes and ordinances. Must be able to sit, stand, walk, bend, crouch, squat, crawl, twist; climb ladders and stairs; work at considerable heights; lift, carry, drag, pull and push very heavy weights; perform work in physically demanding and adverse conditions, including heat, smoke, fire, high temperature, humidity and cramped spaces; exposure to allergenic and potentially harmful substances exists.

_____ **Fire Captain**

Same duties and physical requirements as above; in addition, performs responsible and advanced firefighting and fire prevention work of a supervisory nature; supervises and participates in fire hazard inspection activities; supervises, trains and plans the work of Firefighters, Firefighter/Paramedics and Fire Engines.

_____ **Fire Engineer**

Same physical requirements as above. Performs advanced work in the prevention and suppression of fires; primary duties entail driving fire and rescue apparatus and operating firefighting equipment. Must maintain a valid Class A, B, or Firefighter's Restricted Driver's License, with tanker and airbrake endorsements, and a valid Department of Motor Vehicles Medical Certificate.

DOCTOR'S VERIFICATION (for Fire Employees)

I have reviewed the job duties and physical requirements described on the reverse side of this form in determining whether the employee is released to return to work

Doctor's Name _____

Address _____

Phone _____

Doctor's Signature _____ Date _____

DOCTOR'S CERTIFICATION (for non-Fire Employees)

The captioned employee, whose job duties and physical requirements are described on the reverse side of this form, is released to return to work as follows:

_____ Full duty without restriction on _____
_____ (date)

_____ With the following work restriction/limitations on _____
_____ (date)

_____ Restrictions: _____

Doctor's Name _____

Address _____

Phone _____

Doctor's Signature _____ Date _____