

SIDE LETTER OF AGREEMENT

CITY OF COSTA

AND

THE COSTA MESA POLICE MANAGEMENT ASSOCIATION

This Side Letter of Agreement (Agreement) between the City of Costa Mesa (City) and the Costa Mesa Police Management 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, 2022; and

WHEREAS, as a result of the impacts of COVID-19 on the City, the Parties have met and conferred for the purpose of achieving cost savings. This has resulted in the Parties agreeing to some modifications to their MOU including a two-year extension of the term of the MOU; and

WHEREAS, the following memorializes the parties' agreement.

The Parties agree to the following modifications to their MOU effective the pay period including July 1, 2020 (i.e., June 21, 2020), as reflected by the track changes to each of the articles below.

ARTICLE 1 - RECOGNITION/PREAMBLE

1.8 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the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification.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 The term of this MOU will commence on July 1, 2018, and will expire on June 30, 2024.

ARTICLE 3 - BASIC SALARIES AND WAGES

3.2 The City will adjust the monthly base salary for members of the Association as follows:

- Effective in the pay period which includes January 1, 2019, employees shall receive a three percent (3.0 %) base salary increase.
- Effective in the pay period which includes July 1, 2019, employees shall receive a three percent (3.0%) base salary increase.
- Effective in the pay period which includes July 1, 2020, employees shall receive a three percent (3.0%) base salary increase.
- Effective in the pay period which includes July 1, 2021, employees shall receive a three percent (3.0%) base salary increase.

- Effective in the pay period which includes July 1, 2023, employees shall receive a three percent (3.0%) base salary increase. In addition, the Association has the option to reopen negotiations for the purpose of increasing pay and benefits. If the Association elects to exercise this option, it must notify the City no later than April 1, 2023. Any changes to the MOU must be by mutual agreement of the parties.

3.3 FURLOUGHS

- Each member of the Association is required to take a total of 104 hours of unpaid furlough during the twenty-six (26) consecutive pay periods between June 21, 2020 and June 19, 2021. The manner and method by which the furlough or other equivalent reduction will be accomplished will be subject to a mutual agreement of the parties.
- If the City receives financial relief from the County of Orange, State of California, or the Federal Government for any issues related to the impact of COVID-19 in excess of \$40.5 million for Fiscal Year 2020/2021, each member of the Association will receive a one-time bonus equivalent to furlough hours already taken (base rate including incentive pay x furlough hours).

ARTICLE 6 - RETIREE MEDICAL & 401 (a) DEFERRED COMPENSATION PLAN

6.1 **RETIREE MEDICAL** -. The Defined Contribution Retirement Health Savings Plan (Plan) went into effect on January 1, 2004 and payments made by the City were suspended in 2010. The purpose of the Plan was to establish a tax protected savings program for every full-time employee that:

- Provide a retiree medical benefit for employees who were hired after January 1, 2004 who will not be eligible for the health insurance contribution under the Council Policy 300-1.
- Provided a supplemental benefit to the City contribution under Council Policy 300-1 for employees hired before January 1, 2004.

The program requires mandatory participation by all full-time employees. Effective the pay period which includes **January** 1, 2021, employees will resume a 1% monthly employee contribution to the plan equal to 1% of their base salary. Effective the pay period which includes July 1, 2022, the City will match the 1% monthly contribution into the employees' accounts.. The account assets that accumulate, plus investment earnings, will be used in retirement to pay health insurance premiums and other eligible out-of-pocket medical expenses such as deductibles, co-payments, vision care or dental care. Employee contributions plus vested employer contributions are portable if an employee should leave employment with Costa Mesa prior to retirement.

For all employees in the unit, the City will pay the CalPERS statutory minimum for each member of the bargaining unit for retiree medical benefits.

ARTICLE 18 – LAYOFF PROCEDURES

18.2 During fiscal year 2020-21, the City agrees that employees covered by this memorandum of understanding cannot be subject to layoff from City employment or demoted as result restructuring or realignment for financial reasons.

REPRESENTATIVES OF THE COSTA MESA
POLICE MANAGEMENT ASSOCIATION

EDWIN EVERETT
CMPMA President

CMPMA Negotiations Team Member

CMPMA Negotiations Team Member

REPRESENTATIVES OF THE CITY OF
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