



Agenda Report

File #: 19-0689

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 8/07/2019

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:
City Council consideration of Side Letter Agreement with the Corona Police Supervisors Association.

RECOMMENDED ACTION:

That the City Council approve the attached Side Letter of Agreement Modifying the 2018-2020 Memorandum of Understanding between the City of Corona and the Corona Police Supervisors Association.

ANALYSIS:

After meeting and conferring in good faith, consistent with the requirements of the California Meyers-Millias-Brown-Act (MMBA), the City and the Corona Police Supervisors Association (CPSA) reached agreement for a successor Memorandum of Understanding (MOU) approved by the City Council on October 17, 2018. When updates were made to Section 3.2 to reflect the new terms, benefit language for Tier I Police Captains was inadvertently removed from the 2018-2020 MOU.

Prior to the successor MOU, Section 3.2 provided for a flexible benefit allowance for all CPSA members. For Tier I Police Captains, the flexible benefit allowance continues in retirement, if and when the member retires from the City. Tier I Police Captains are members hired by the City prior to January 1, 1999. During the successor MOU negotiations, the flexible benefit allowance of \$1,500 per year for Police Captains while actively employed and \$64 per year for all other members in the CPSA unit was eliminated. The elimination did not include the retirement flexible benefit allowance for Tier I Police Captains.

Section 3.2 of the MOU requires correction to realign the flexible benefit allowance back to indicate the Tier 1 Police Captains are eligible to receive the benefit when they retire from the City.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

Approval of the recommended action does not have a new fiscal impact as this item is already a component of the City's Other Post Employment Benefits costs, or OPEB.

ENVIRONMENTAL ANALYSIS:

Environmental review is not required. The proposed actions are not a project under the California Environmental Quality Act.

PREPARED BY: EDELIA EVELAND, HUMAN RESOURCES MANAGER

REVIEWED BY: DEAN DERLETH, CITY ATTORNEY

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Side Letter of Agreement Modifying Section 3.2 (Redline)
2. Side Letter of Agreement Modifying Section 3.2 (Clean)

CITY OF CORONA

SIDE LETTER OF AGREEMENT MODIFYING THE 2018-2020 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORONA AND THE CORONA POLICE SUPERVISORS ASSOCIATION

1. PARTIES AND DATE.

This Side Letter of Agreement (“Side Letter”) is entered into this 7th day of August 2019, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”), and Corona Police Supervisors Association, a recognized employee organization (“CPSA”). City and CPSA are sometimes individually referred to as “Party” and collectively as “Parties” in this Side Letter.

2. RECITALS.

2.1 City and CPSA entered in a Memorandum of Understanding effective July 1, 2018 through June 30, 2020 (“MOU”).

2.2 Article XVI of the MOU memorializes the Parties intent to maintain the MOU as a living document and authorizes the Parties to revise the MOU during the term of the MOU.

2.3 After meeting and conferring in good faith, the City and CPSA desire to modify certain terms and conditions of the MOU as set forth in this Side Letter.

2.4 This Side Letter shall be in effect following City Council approval.

3. TERMS.

3.1 Section 3.2 – Flexible Benefit Allowance. Section 3.2 (Flexible Benefit Allowance) of Article III (Benefits) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 3.2 Flexible Benefit Allowance

Active employees that are members of CPSA (“**Member**”) may purchase nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“**Cafeteria Plan**”). The Member shall have the opportunity to make an election as to the allocation of the allowance during Open Enrollment for the upcoming plan year.

Upon the conclusion of the Open Enrollment period, the Member's election shall not be subject to change during the plan year. Any amounts remaining in the reimbursement accounts after the expiration of the reimbursement periods shall be forfeited. Please see the Cafeteria Plan for further details.

The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to Police Captains who were hired by the City prior to January 1, 1999 if and when they retire from the City.

This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the Cafeteria Plan. Benefits available under the Cafeteria Plan are as follows:

- Health, dental or vision insurance
- Reimbursement of eligible medical expenses
- Reimbursement of eligible dependent care expenses
- Taxable cash payment

Police Captains hired by the City on or after January 1, 1999 will not receive this benefit."

3.2 Entire Agreement; Continuing Effect of MOU. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein. In addition, except as amended by this Side Letter, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees and contained in the MOU, as amended by duly approved previous side letters, shall remain unchanged and in full force and effect.

3.3 Expiration of Side Letter. This Side Letter shall expire and become null and void upon expiration of the MOU, at which time the terms and conditions of this Side Letter will be reviewed for applicability of extension into a successor agreement.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Side Letter. The Parties agree that the execution of this Side Letter may not be challenged by the CPSA or any employee it is recognized to represent through the City's grievance procedure or in any other forum unless the challenge is based upon a factual allegation that the Side Letter was the product of fraud, intentional misrepresentation or unlawful coercion on the part of City representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Side Letter to be executed on the date first hereinabove written.

Dated: _____

Mitch Lansdell
Employee Relations Officer
Acting City Manager

Dated: _____

Kerry Eden
Assistant City Manager /
Administrative Services Director

Dated: _____

Jason Perez
President
Corona Police Supervisors Unit

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