

SIDE LETTER OF AGREEMENT

CITY OF COSTA MESA

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 parties agreed to a Side Letter of Agreement modifying their MOU as reflected by the track changes in Attachment A; and

WHEREAS, as a result of the impacts of the American Rescue Plan, the Parties have met and conferred for the purpose of eliminating the furloughs and reimbursing employees for reductions incurred. This has resulted in the Parties agreeing to some modifications to the Side Letter of Agreement; and

WHEREAS, the following memorializes the parties' agreement.

The Parties agree to the following modifications to the Side Letter of Agreement as reflected by the track changes to the article below.

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. Subject to the action of the City Council on May 4, 2021 to eliminate the furloughs and reimburse employees, employees will no longer be required to schedule furlough hours effective May 9, 2021.
- If the City receives notification of 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~~ \$28 million ~~for Fiscal Year 2020/2021~~, each member of the Association will receive a one-time bonus payment equivalent to furlough hours already taken (base rate including incentive pay x furlough hours). Association members who furloughed pursuant to the Side Letter Agreement, but retire or separate prior to the issuance of the reimbursement, shall also be entitled to repayment.

REPRESENTATIVES OF THE COSTA MESA
POLICE MANAGEMENT ASSOCIATION



EDWIN EVERETT
CMPMA President



DAVID CASAREZ
CMPMA Negotiations Team Member



JOYCELYN LAPOINTE
CMPMA Negotiations Team Member

REPRESENTATIVES OF THE CITY OF
COSTA MESA



LORI ANN FARRELL HARRISON
City Manager



SUSAN PRICE
Assistant City Manager



KASAMA LEE
Human Resources Manager



ITZIA CARVAJAL
Acting Human Resources Administrator

SIDE LETTER OF AGREEMENT

ATTACHMENT A

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:

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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:

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

- o 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:

- Provided 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 required 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. ~~However, in 2010, payments by both the City and employees were permanently suspended. Up until 2010, employees made a monthly contribution to the plan equal to 1% of their base monthly salary, which was matched by a 1% salary monthly contribution from the City into employees' accounts. The account assets that which accumulated, 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. The previously made employee contributions plus vested employer contributions are portable if an employee should leave employment with Costa Mesa prior to retirement. However, since 2010, no additional funds (either City funds or employee funds) were added to the plan and the funds are currently earning interest and will be available to employees at 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**

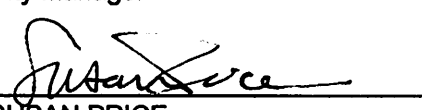

EDWIN EVERETT
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