

CITY OF CORONA

SIDE LETTER OF AGREEMENT MODIFYING THE 2018-2021 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 15th day of April 2020, 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, 2021 (“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 3.3.6 – Retirement Healthcare Savings Account. Section 3.3.6 (Retirement Healthcare Savings Account) of Article III (Benefits) of the MOU is hereby amended to read as follows:

“3.3.6 Retirement Healthcare:

(A) Tier II, III and IV Employees Other Than Police Captains: Employees hired on or after October 13, 2007 shall receive \$5,000 annually, paid at \$1,250 per quarter into a retirement healthcare savings account with a single provider determined by CPSA. Currently, employees can choose between the following two providers for this benefit: Nationwide or ICMA. As soon as reasonably practical, CPSA desires to use the PORAC Retiree Medical Trust for this benefit, rather than Nationwide or ICMA, and the City is willing to make this change.

At such time that all of the necessary documentation is executed and in effect, the City shall make the contribution specified in this section to the PORAC Retiree Medical Trust on behalf of each Tier II, III or IV employee (other than Police Captains) to be used for retiree health insurance premiums or health care expenses, as allowed by law. Until such time that the necessary documentation is executed and in effect to allow the contributions provided pursuant to this section to be transmitted to the PORAC Retiree Medical Trust, the City will continue to make the contributions to the provider previously selected by the employee for this benefit.

(B) Tier II, III and IV Police Captains: The City shall deposit into the Retirement Healthcare Savings Account of each Police Captain who is a Tier II Employee, Tier III Employee or Tier IV Employee one hundred and fifty dollars (\$150.00) per quarter. Employees may elect either the ICMA VantageCare Plan or the Nationwide PEHP.”

3.2 Section 6.1.1 – Accrual of Annual Leave Hours. Subsection (A) of Section 6.1.1 (Accrual of Annual Leave Hours) of Article VI (Leaves) of the MOU is hereby amended to read as follows:

“Section 6.1.1 Accrual of Annual Leave Hours:

(A) Annual Leave Accrual Rate: Each biweekly pay period, prorated Annual Leave hours earned are posted to each eligible employee's account based on the hours worked during each pay period.

Association members shall receive three (3) hours of annual leave one time a year on or about the first pay period in August to be deposited into the Association time bank in accordance with section 2.4.

Police Sergeants: Effective the first full pay period following November 6, 2019, CPSA members employed in the position of Police Sergeant shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	ACCRUAL PER PAY PERIOD
1-5	210 hrs	8.08
6-8	226 hrs	8.69
9-15	250 hrs	9.62
16 -20	290 hrs)	11.15
21-25	207 hrs	7.97
More than 25	187 hrs	7.17

Police Lieutenants: Effective the first full pay period following November 6, 2019, CPSA members employed in the position of Police Lieutenant shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	ACCRUAL PER PAY PERIOD
1-5	210 hrs	8.08
6-8	226 hrs	8.69
9-15	250 hrs	9.62
16 -20	290 hrs	11.15
21-25	210 hrs	8.07
More than 25	190 hrs	7.29

Police Captains: Effective the first full pay period following November 6, 2019, CPSA members employed in the position of Police Captain shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	ACCRUAL PER PAY PERIOD
1-5	216 hrs	8.31
6-8	232 hrs	8.92
9-15	256 hrs	9.84
16 -20	296 hrs	11.38
21-25	236 hrs	9.07
More than 25	216 hrs	8.30 ”

3.3 Section 11.1 – Hazard and Assignment Pay. Section 11.1 (Hazard and Assignment Pay) of Article XI (Special Compensation) of the MOU is hereby amended to read as follows:

“SECTION 11.1 HAZARD AND ASSIGNMENT PAY:

The Chief of Police shall have full authority and discretion to assign members to the below listed assignments. In maintaining consistency with Article XI Section 11.1 of the CPE Memorandum of Understanding, the City agrees to pay an additional 5% above base pay to non-probationary sergeants assigned to work in the following capacities:

- A. Any member assigned to a task force or specialized team assigned by the Chief of Police
- B. Relief Watch Commander
- C. Traffic Division
- D. FLEX Team

- E. Investigative Services Division
- F. Professional Standards Unit
- G. FSD Captain's Adjutant
- H. Personnel and Training Sergeant"

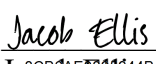
3.4 Entire Agreement; Continuing Effect of MOU. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein. In addition, except as amended by this Side Letter, 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.

3.5 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.

3.6 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.

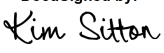
IN WITNESS WHEREOF, the Parties hereto have caused this Side Letter to be executed on the date first hereinabove written.

Dated: 4/16/2020

DocuSigned by:



 Jacob Ellis
 Employee Relations Officer
 City Manager

Dated: 4/16/2020

DocuSigned by:


 Kim Sitton
 Acting Administrative Services Director

Dated: 4/16/2020

DocuSigned by:


 Jason Perez
 President
 Corona Police Supervisors Unit