



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL **DATE: JANUARY 9, 2018**

FROM: HUMAN RESOURCES DEPARTMENT **WARDS: ALL**

SUBJECT: AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING WITH THE RIVERSIDE POLICE OFFICERS' ASSOCIATION (RPOA) POLICE UNIT TO REDUCE REQUIRED EXPERIENCE FOR COLLATERAL DUTIES FROM 3 YEARS TO 2 YEARS, AND TO CLARIFY TREATMENT OF THREE SWORN OFFICERS WITH REGARDS TO CALPERS CONTRIBUTIONS

ISSUE:

Approval of amendments to the Memorandum of Understanding with Riverside Police Officers' Association (RPOA) Police Unit to reduce required experience for collateral duties from three (3) years to two (2) years, and to clarify treatment of three (3) sworn officers with regards to CalPERS contributions.

RECOMMENDATION:

That the City Council:

1. Approve the attached amendments to the Memorandum of Understanding (MOU) to reduce required experience for collateral duties from three (3) years to two (2) years, and to clarify treatment of three (3) sworn officers with regards to CalPERS contributions; and
2. Authorize the preparation of an amendment to Memorandum of Understanding and authorize the City Manager, or his designee, execute amendment to the Memorandum of Understanding on behalf of the City.

BACKGROUND:

The current Memorandum of Understanding with the Riverside Police Officers' Association is a five-year contract for the term of December 2, 2016 through December 31, 2021. As provided for in the MOU, the Association and/or City may request a re-opener no later than December 1, 2017 regarding various issues covered in the MOU. The option was exercised by both the Association and the City. The City entered into and successfully completed negotiations on two key items during reopener discussions with the RPOA.

The terms which were discussed and agreed upon by both the Association and the City pertain to MOU Section 4.3 (Special Assignment and Collateral Duty) and Section 9.1 (Retirement).

Section 4.3 Special Assignment/Collateral Duty

Section 4.3 sets forth minimum requirements for special assignments and collateral duties. The current provision requires three (3) years of experience with the Riverside Police Department to

qualify for all special assignments and collateral duties, with the exception of Field Training Officer (FTO) assignments.

Section 9.1 Retirement Plan

The current MOU provides that for employees hired on or before February 16, 2012 (Tier 1), the City shall pick up the PERS employee's contribution not to exceed nine percent (9%) of the employee's compensation. Also, the City shall pay the Employer Paid Member Contribution (EPMC) for Tier 1 employees subject to annual cost-sharing provisions.

Pursuant to the cost-sharing provisions specified in Section 9.1 of the RPOA MOU, Tier 1 Police employees would begin paying 1.5% of the CalPERS employer contribution effective January 1, 2018 if the wage increase provided by the City based on the Balanced Revenue Index is in excess of two percent (2%).

The MOU further provides that employees hired on or after February 17, 2012 would pay 100% of the employee's normal contribution (currently 9%) to PERS.

DISCUSSION:

Amendments to the MOU agreements are herein presented for the City Council's approval:

1. Labor Contract Period:

Original Contract December 2, 2016 through December 31, 2021 (five-year contract)

Amended Contract terms effective January 1, 2018 through December 31, 2021

2. Section 4.3 Special Assignment/Collateral Duty:

The current provision will be amended to reduce the experience required for collateral duties from three (3) years of sworn time with the Riverside Police Department to two (2) years of sworn time with the Riverside Police Department. Examples of Collateral Duties include Sniper, SWAT and Hostage Negotiator duties.

At the request of the association, and with the concurrence of management, the amendment would allow for greater flexibility with regard to assignments.

3. Section 9.1 Retirement Plan:

The provisions of Section 9.1 Retirement Plan will be amended for bargaining unit employees hired between February 17, 2012 and June 12, 2012. These employees will be subject to the cost-sharing provisions effective January 1, 2018 for Tier 1 employees. These employees will have the 9% employee contribution offset by the cost-sharing employer contribution percentage every year upon the contract amendment effective date, in order to allow employees to continue to pay a total combined contribution of 9% as intended in the MOU.

As reference above, the current MOU provides for the creation of separate retirement contribution factors for employees that were hired before February 16, 2012 and for those hired on or after February 17, 2012. The intention was to effectively create separate contribution factors for Tier 1 and Tier 2 employees. However, due to a gap in the effective dates of the CalPers Contract Amendment in 2012, the Tier 2 provisions became effective June 12, 2012, thereby creating a window in which employees hired between February 17, 2012 and June 12, 2012 would be considered Tier 1 employees and not Tier 2.

The revised language will address three employees that were hired between February 17, 2012 and June 12, 2012 in order to align the spirit and intent of the MOU language with the CalPers Contract. The three affected employees will continue to pay a total contribution of nine percent (9%) to PERS. However, the employee contribution will be off-set annually by any additional contributions to be made under the cost-sharing provisions for Tier 1 employees.

FISCAL IMPACT:

There is no fiscal impact associated with this report.

Prepared by:	Stephanie Holloman, Human Resources Director
Certified as to availability of funds:	Adam Raymond, Chief Financial Officer/City Treasurer
Approved by:	Marianna Marysheva, Assistant City Manager
Approved as to form:	Gary G. Geuss, City Attorney

Attachments:

1. Article 4, Section 4.3 - Special Assignment/Collateral Duty
2. Article 9, Section 9.1 – Retirement Plan