

**SIDE LETTER OF AGREEMENT BETWEEN
CITY OF FOUNTAIN VALLEY AND
FOUNTAIN VALLEY PEACE OFFICERS' MANAGEMENT UNIT**

This Side Letter of Agreement ("Side Letter") between the CITY OF FOUNTAIN VALLEY ("City") and the FOUNTAIN VALLEY PEACE OFFICERS' MANAGEMENT UNIT ("POMU") (collectively, "Parties") is entered into with respect to the following:

WHEREAS, the Parties have entered into a Memorandum of Understanding (MOU) that is effective July 1, 2021, through June 30, 2024; and

WHEREAS, Section 4.01 – Contract Reopener - of the MOU provides that in the negotiations leading up to the MOU, the Parties agreed to undertake a compensation survey with the goal of ensuring that the total compensation of the employees in the unit is at least at the average of the designated labor market. The Parties further agreed that once the results of the compensation survey was completed, they would discuss revised terms for total compensation, if any, to bring each classification to the market average in total compensation. Finally, Section 4.01 also provides if positions surveyed are below 50% of market value (average), changes agreed upon during the reopener will occur as follows:

Adjustment Effective Date	Maximum Total Compensation Adjustment Amount
Pay Period Ending 1/7/2022	4%
Pay Period Ending 1/6/2023	4%
Pay Period Ending 1/5/2024	4%

WHEREAS, the Parties have met and discussed over the results of the compensation survey and the additional compensation increases produced thereby.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 4.09 – Peace Officer Standards and Training (P.O.S.T) Certificate Pay Effective April 2, 2022, eliminate Intermediate and Management P.O.S.T. premiums in 4.09 A&C, and is replaced with:

Section 4.09: Education Incentive - Peace Officer Standard and Training (P.O.S.T.) Certificate Pay- Advanced Certificate.

Defined as compensation to local police officers who obtain Peace Officer Standards Training (P.O.S.T) Certification. Designated by (2 CCR § 571 (a) (2) Education Pay) as educational pay.

- A. Effective the pay period including April 2, 2022, sworn management police personnel who possess and maintain a Bachelor's Degree in Administration of

Justice, Public Administration, or related field, and maintain an Advanced P.O.S.T. Certificate shall be paid twelve (12%) percent of base pay.

B. Effective the pay period including January 1, 2024, sworn management police personnel who possess and maintain a Bachelor's Degree in Administration of Justice, Public Administration, or related field, and Advanced P.O.S.T. Certificate shall be paid fourteen (14%) percent of base pay.

2. Effective in the pay period including March 18, 2023, Section 4.12 – Retention Incentive Pay – is modified as follows:

Defined as special compensation reportable (2 CCR § 571 (a) (1) Longevity Pay) to incentive Police Captains and Police Lieutenants to remain with the City of Fountain Valley will earn Retention Incentive Pay at the following rates based on their years of cumulative full-time sworn law enforcement service. Only sworn experience as defined by the California Penal Code Sections 830.1, 830.2, 830.32, 830.33, or the out-of-state equivalent as determined by the Chief of Police shall be included as qualified sworn law enforcement service.

A. Effective in the pay period including March 18, 2023 as follows:

Years of Completed Sworn Law Enforcement Service	Premium of base pay
Completion of 15 years, beginning the 16 th year	5%
Completion of 20 years, beginning the 21 st year or more	7%
Completion of 25 years, beginning the 26 th year or more	8%

B. Effective in the pay period including January 1, 2024 as follows:

Years of Completed Sworn Law Enforcement Service	Premium of base pay
Completion of 15 years, beginning the 16 th year	7%
Completion of 20 years, beginning the 21 st year or more	9%
Completion of 25 years, beginning the 26 th year or more	10%

Any Retention Incentive Pay will not commence until the Police Department has been notified by the employee and all required proof of eligibility have been approved by the Police Chief, received by the Human Resources Department and processed by Payroll on the nearest beginning of a pay period.

An eligible employee shall only be entitled to receive one (1) retention incentive pay, and are not intended to be stacked.

3. Section 7.04 – Tier 1 Employees City Contribution is modified as follows:

A. Effective the pay period including January 1, 2023 the City contribution for Tier 1 employees is as follows:

Flex Dollar Allowance	Flex Allowance
Electing Employee Only coverage	\$2,000.00
Electing Employee +1 Dependent coverage	\$2,000.00
Electing Employee + Family coverage	\$2,000.00

B. Effective the pay period including January 1, 2024 the City contribution for Tier 1 employees is as follows:

Flex Dollar Allowance	Flex Allowance
Electing Employee Only coverage	\$2,100.00
Electing Employee +1 Dependent coverage	\$2,100.00
Electing Employee + Family coverage	\$2,100.00

4. Section 7.05 – Tier 2 Employees City Contribution is modified as follows:

A. Effective the pay period including January 1, 2023 the City contribution for Tier 2 employees is as follows

Flex Dollar Allowance	Flex Dollars
Electing Employee Only coverage	\$975.00
Electing Employee +1 Dependent coverage	\$1,567.00
Electing Employee + Family coverage	\$2,000.00

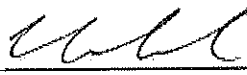
B. Effective the pay period including January 1, 2024 the City contribution for Tier 2 employees is as follows:

Flex Dollar Allowance	Flex Dollars
Electing Employee Only coverage	\$1,075.00
Electing Employee +1 Dependent coverage	\$1,667.00
Electing Employee + Family coverage	\$2,100.00


5. Except as modified in this Amendment, all terms and conditions of the Memorandum of Understanding as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Memorandum of Understanding on April 5, 2022.

APPROVED AS TO FORM:

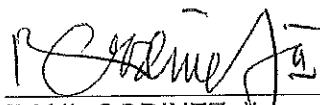
By 
COLIN BURNS
Attorney for the City

ATTEST:

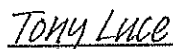

RICK MILLER
Clerk of the Council

CITY OF FOUNTAIN VALLEY:


PATRICK HARPER
Mayor


RAUL GODINEZ, II
Interim City Manager

FOUNTAIN VALLEY PEACE
OFFICERS MANAGEMENT UNIT:


Tony Luce (Mar 23, 2022 13:41 PDT)
ANTHONY LUCE
President