Side Letter Agreement Between

City of Roseville

And

Roseville Police Officers' Association

The City of Roseville (hereinafter referred to as "City") and the Roseville Police Officers' Association (hereinafter referred to as "RPOA") entered into a Memorandum of Understanding ("MOU") with a term beginning February 12, 2022, and terminating on December 31, 2025. The City and the RPOA are collectively referred to herein as "Parties."

The intent of this Side Letter Agreement ("Agreement" or "SLA") is to mutually address unique facts and time specific points of interest discussed during the review of the labor market data, pursuant Memorandum of Understanding (MOU), Chapter 2, Article 1 (C), Labor Market Adjustments.

During the review of the labor market data, the Parties discussed that some data related to the City Retirement Health Savings Account ("RHSA" or "RHS") plan is not consistent with the study methodology and it was proposed the City contribution should be omitted from the current market study. It was discussed that some employees are not eligible for any portion of the City contribution if the employee separates from City service prior to 20 years of cumulative service with the City or retirement with 10 years of service. As such, it was recommended by the City's consultant that the City contribution be removed from the Total Compensation Study, until the City negotiates amendments to the RHS plan document to make the benefit have a vesting schedule of 10 years or less for all employees in the RHS plan. The Parties discussed and hereby agree that the RHS benefit will be added back into the Total Compensation Study consistent with study methodology, once the City plan document is updated.

Further, the Parties voluntarily discussed more recent recruitment and retention concerns. The list of survey agencies had not been discussed in recent years with RPOA. It was discussed that RPOA had two agencies included that are further in distance. It was discussed that the other bargaining groups have either Redding or Modesto, but not both. It was also discussed that the RPOA survey agencies all have solid comparison benchmark data resulting in useable comparison data for every RPOA classification at every survey agency, so removing one of these agencies would not negatively impact the City's ability to collect sufficient benchmark data. The City believes that making this modification based on the reasons set forth herein, meets the spirit and intent of applying market data and in light of the specific facts discussed by the Parties.

The City and RPOA mutually agree, after meeting and conferring in good faith, to the following:

- 1. The Parties agree to remove the City RHSA \$100 per month contribution from the total compensation study data for 2022. The Parties also agree that the removal from the 2022 study is not precedent setting and is not intended to be an ongoing change to the Parties' terms or practice, and the value of this benefit should be captured in future total compensation study data to be consistent with study methodology, as described above, when the RHS plan document is updated.
- 2. To address recruitment and retention concerns, the Parties agree to amend Appendix "Z" - Agencies Used for Salary Comparison and remove Modesto from the list of survey agencies (attached).

The specific terms in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement.

Except as provided herein, all wages, hours, and other terms and conditions of employment presently in the City's MOU, including as modified by effective Side Letter Agreements, with RPOA remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act (MMBA).

City of Roseville:

DOMINICK CASEY, City Manager

Date: 11/30/2022

Roseville Police Officers' Association:

11/08/2022

MARK BARTLEY, Labor Consultant

PAT GANGUET, President

APPENDIX "Z" – AGENCIES USED FOR SALARY COMPARISONS

Davis

Elk Grove

Fairfield

Folsom

Lodi

Placer County

Redding

Rocklin

City of Sacramento

County of Sacramento

Vacaville