SIDE LETTER AGREEMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF FULLERTON

AND THE FULLERTON POLICE OFFICERS' ASSOCIATION – SAFETY UNIT July 1, 2011 through June 30, 2014

with an option for July 1, 2014 through June 30, 2015

The City of Fullerton ("City") and the Fullerton Police Officers' Association – Safety Unit ("FPOA") hereby agree to this Side Letter of Agreement to the Memorandum of Agreement ("MOA") between them for the Period July 1, 2011 Through June 30, 2014 with an Option for July 1, 2014 through June 30, 2015.

WHEREAS, the wages, hours and other terms and conditions of employment of classifications represented by FPOA are expressed in the MOA for the period covering July 1, 2011 Through June 30, 2014, and

WHEREAS, Article 15: Base Salary Rates of the MOA provides that either party may reopen negotiations for a one time salary increase to be effective on or after July 1, 2012 with the express understanding that any changes in base salary during the term of this Agreement would require mutual agreement, and

WHEREAS, the FPOA notified the City on January 16, 2014 of their exercise of the reopener on salary, and

WHEREAS, the City and FPOA ("Parties") have met and conferred and reached an agreement fully satisfying the reopener;

NOW THEREFORE, the Parties have agreed to amend the MOA as follows:

- The FPOA hereby exercises its irrevocable exercise of the option to extend the current Memorandum of Agreement through June 30, 2015 as provided in Article 5: TERM - EFFECTIVE DATES of the MOA and amended by the November 19, 2013 Side Letter Agreement approved by City Council by adoption of Resolution 2013-68.
- 2. The City shall issue limited rebates in the form of lump sum payments to employees represented by this group of amounts contributed to CalPERS under Government Code Section 20516(f). The total value of these rebates/lump sum payments and the schedule for issuance shall be as follows:
 - a. Rebate #1 will be issued no later than with pay for the pay period ending March 14, 2014. The rebate amount for each employee on the payroll during the aforementioned pay period shall be

equivalent to 1% of the employee's total compensation earnable as defined by Government Code Section 20636 for the 2012 payroll year.

- b. Rebate #2 will be issued with pay for the pay period ending June 20, 2014. The rebate amount for each employee on the payroll during the aforementioned pay period shall be equivalent to 1% of the employee's total compensation earnable as defined by Government Code Section 20636 for the 2013 payroll year.
- c. Rebate #3 will be issued with pay for the pay period ending June 19, 2015. The rebate amount for each employee on the payroll during the aforementioned pay period shall be equivalent to 1% of the employee's total compensation earnable as defined by Government Code Section 20636 for the 2014 payroll year.
- 3. All other provisions of the October 24, 2011 MOA remain unchanged unless otherwise amended in writing and approved by the parties.

The effective date of this Side Letter Agreement shall be March 5, 2014.

DATED: February 7, 2014	
FOR THE FULLERTON POLICE OFFICERS' ASSOCIATION - SAFETY	FOR THE CITY OF FULLERTON
Barry Coffman, President	Joseph B. Felz, City Manager