

**LETTER OF AGREEMENT
BETWEEN
THE CITY OF FREMONT
AND
FREMONT POLICE ASSOCIATION**

The City of Fremont (“City”) and the Fremont Police Association (FPA) (“Union”) having met and conferred pursuant to California Government Code Section 3500 et. seq. do hereby agree to a side letter of agreement to replace the existing Education Incentive Program with a combination of POST and Longevity Pays with the intention that the program comply with the requirements of 2 CCR 571 and 2 CCR 571.1 (Special Compensation).

FPA and the City have met and conferred and agreed to the following changes to the Memorandum of Understanding (“MOU”) between the Parties for the period of July 1, 2022 through June 30, 2025. The following changes are intended to be effective as promptly as is administratively feasible following City Council adoption of this side letter and to replace the existing Education Incentive Pay Program.

Replace Section 18 (Educational Incentive Pay) of the MOU with the following:

Sec. 18 POST Certification Pay

18.1 POST Certificate Pay

A regular employee who has successfully completed their probationary period as a sworn officer or sergeant with the City, and who attains a Peace Officers Standards & Training (POST) Certificate in one of the levels listed below in addition to the requirements of the job classification, shall receive an additional amount of the regular base salary as POST Certificate Pay. The amounts shown below are not cumulative.

18.1.1 Officers and Sergeants who possess a POST Intermediate Certificate shall be compensated an additional two-and-one-half percent (2.5%) of base salary from date of qualification.

18.1.2 Officers and Sergeants who possess a POST Advanced Certificate shall be compensated an additional five percent (5.0%) of base salary from date of qualification.

18.2 Application Process For POST Pay

Upon notification and receipt of documentation from the employee of qualifications, the Police Department will submit the payroll change within 30 days of the date the employee provided information to the Department.

18.3 Effective Date For POST Pay

POST pay shall be effective the first of the month following submission of the application to POST by the Police Department, or the first of the month following the date of eligibility for the certificate, whichever occurs later. Employees acknowledge that failure by POST to approve the employee's application could result in overpayment and the need for repayment. If repayment is required, it will be at the same rate as it was disbursed, and over the same number of pay periods by way of payroll deduction.

18.4 If, at any time, an employee is promoted to a position requiring the higher POST standard, the incentive pay received while in the lower position will terminate.

18.5 Non-Pensionable Supplemental Pay

18.5.1 Any bargaining unit employee hired on or before City Council adoption of this Letter of Agreement who has at least three years of service credit and has a BA/BS degree, but does not yet have their Advanced POST Certificate, shall be compensated an additional five percent (5.0%) of base salary until they receive their POST Advanced Certificate and begin receiving additional compensation under Section 18.1.2

18.5.2 Any bargaining unit employee hired on or before City Council adoption of this Letter of Agreement who has at least three years of service credit and has an AA degree, but does not yet have their Intermediate POST Certificate, shall be compensated an additional two and a half percent (2.5%) of base salary until they receive their POST Intermediate Certificate and begin receiving additional compensation under Section 18.1.1.

18.5.3 The Parties understand that pay under this Section 18.5 does not qualify as Special Compensation for CalPERS retirement purposes. Employees receiving pay under Section 18.5.1 or 18.5.2 may not also receive pay under

Section 18.1 (i.e., employees will either receive pay under Section 18.5 or 18.1, but not both).

Revise Section 12 Salaries as follows:

12.2 LONGEVITY PAY

12.2.1 The City Manager may, at his/her sole discretion, credit up to ten years of non-City of Fremont law enforcement continuous work experience to the employee's years of service for purposes of calculating the employee's qualification for the longevity bonus described in this section. Such credit shall apply only to employees qualifying for the longevity steps identified in Sections 12.2.2.1, 12.2.2.2, 12.2.2.3, 12.2.3.1, 12.2.3.2, or 12.2.3.3 ~~7~~ and/or ~~12.8~~. Such credit shall not apply for any other purpose with the exception of Section 24.2.3.

12.2.2 Employees hired prior to July 1, 2015 shall be subject to the following longevity pay provision:

12.2.2.1 Police Officers and Police Sergeants who have completed eight (8) years of service with the City of Fremont shall receive an additional 2.5% of current base pay.

12.2.2.2 Police Officers and Police Sergeants who have completed 19 years of service with the City of Fremont shall receive an additional 2.5% of current base pay (total = 5%).

12.2.2.3 Police Officers and Police Sergeants who have completed 24 years of service with the City of Fremont shall receive an additional 2.3% of current base pay (total = 7.3%).

12.2.2.4 Police Officers and Police Sergeants who have completed 26 years of service with the City of Fremont shall receive an additional 4.6% of current base pay (total = 11.9%).

12.2.2.5 Police Officers and Police Sergeants who have completed 27 years of service with the City of Fremont shall receive an additional 2.3% of current base pay (total = 14.2%).

12.2.2.6 Police Officers and Police Sergeants who have completed 28 years of service with the City of Fremont shall receive an additional 1.2% of current base pay (total = 15.4%).

12.3 Employees hired on or after July 1, 2015 shall be subject to the following longevity pay provision:

12.2.3.1 Police Officers and Police Sergeants who have completed eight (8) years of service with the City of Fremont shall receive an additional 2.5% of current base pay.

12.2.3.27 Police Officers and Police Sergeants who have completed 19 years of service with the City of Fremont shall receive an additional 2.5% of current base pay (total = 5%).

12.2.3.38 Police Officers and Police Sergeants who have completed 24 years of service with the City of Fremont shall receive an additional 2.3% of current base pay (total = 7.3%).

FOR THE CITY OF FREMONT:

DocuSigned by:

Brian Stott

12/10/2024 | 7:44 AM PST

E6D9A2C4EE0E406

Brian Stott, Assistant City Manager

FOR UNION:

Alexander Gregory

Alexander Gregory, FPA President

APPROVED AS TO FORM:

DocuSigned by:

Rafael E. Alvarado Jr.

12/06/2024 | 3:17 PM PST

EE9A43E42BB8414

Rafael E. Alvarado, Jr., City Attorney