

**SIDE LETTER AGREEMENT
BETWEEN THE
ROSEVILLE POLICE ASSOCIATION AND
THE CITY OF ROSEVILLE
RELATED TO THE MODIFICATION OF THE RETIREE HEALTH SAVING ACCOUNT
AND UNIFORM PROVISIONS**

The City of Roseville (hereinafter referred to as “City”) and the Roseville Police Association (hereinafter referred to as “RPA”) entered into a Memorandum of Understanding (“MOU”) with a term beginning on January 1, 2024, and terminating on December 31, 2027. The City and RPA are collectively referred to herein as the “Parties.”

Background and Overview.

The RPA MOU, effective January 1, 2024, included updates to the Retiree Health Savings Account (RHSA) provision to allow access to the RHSA upon retirement or separation. The RHSA plan document was updated to reflect these changes. Subsequently, it was discovered that an administrative correction is needed in the MOU language to match the Plan document. Further, the plan document, effective January 1, 2024, needs to be updated to confirm the administration practice for rehired employees to start back at a one percent (1%) employee contribution upon their return, treating that as year 1.

Thus, the parties mutually agree to modify the RPA MOU, Chapter 4, Article IV. Retiree Health Benefits, provision D., as shown in tracked change edits below:

- D. For Employees Hired on or After October 1, 2013 (Tier 3)
1. Employees hired on or after October 1, 2013, shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee’s medical costs upon retirement or separation from the City.
 2. After five (5) years of cumulative service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to \$100 per month to be deposited to the employee’s RHS account up until the employee’s retirement date or separation from the City. After retirement or separation from service with the City, employees may draw from this RHS account for all covered medical expenses pursuant to Section 213 of the Internal Revenue Service (IRS) Code.

Additionally, based on a CalPERS inquiry, it was determined that a provision should be added to the uniforms section of the RPA MOU to ensure the special compensation reported for Classic employees prior to this agreement would meet CalPERS requirements.

Thus, the parties mutually agree to modify the RPA MOU Chapter 8, Article II., Uniform Allowance, provision A., as shown in redline edits below:

ARTICLE II. UNIFORM ALLOWANCE

- A. The following classifications shall be provided the listed uniforms. The City will report to CalPERS for Classic members the monetary value of the City's cost of providing, replacing and maintaining employee uniforms, as special compensation. For Classic employees, in the first year of employment, the reported special compensation earned, in an amount not to exceed \$600, except for Community Services Officer and Animal Control Officer \$1,250. All other uniform replacement and maintenance costs reported as special compensation earned may not exceed \$500 annually. This excludes the monetary value for personal health and safety equipment. Replacement and maintenance will be provided in lieu of a uniform allowance. Provided uniforms must be worn in accordance with department policy. This is capturing and inclusive of prior City reported special compensation, related to uniforms, to CalPERS for Classic members, effective at least as early as January 1, 2013, (or earlier, including as far back as 1994) on the belief and understanding that CalPERS regulations didn't require specified amounts be delineated in publicly approved MOUs prior to this date.

The specific provisions contained in this Side Letter Agreement (SLA) are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this SLA.

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

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the City's MOU and SLAs with RPA remain in full force and effect.

This SLA will remain in effect unless it is modified through further negotiations in accordance with the MMBA. This Agreement is executed by the following authorized representatives of each Party:

THESE ARE TENTATIVE TERMS SUBJECT TO APPROVAL OF THE CITY COUNCIL.

Date: 6/5/2024


Trisha Stojkovich, President
ROSEVILLE POLICE ASSOCIATION

Date: 06/05/24


Bhaven Atwal, Labor Relations Consultant
ROSEVILLE POLICE ASSOCIATION

Date: 6.19.2024


Dominick Casey, City Manager
CITY OF ROSEVILLE