

SIDE LETTER #6 TO THE

2022-2026

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEAUMONT

AND BEAUMONT POLICE OFFICERS' ASSOCIATION

On January 4, 2022, the City of Beaumont ("City") and the Beaumont Police Officers' Association ("BPOA") entered into a Memorandum of Understanding that is effective from January 4, 2022 through June 30, 2026 ("MOU").

The City and BPOA met and conferred in good faith and have agreed to the terms of this side letter to the MOU, which shall operate prospectively from the date it is both approved by BPOA and ratified by the City Council.

This side letter shall amend and replace Article VII(L) of the MOU with the following:

**ARTICLE IV: POA SPECIFIC BENEFITS**

**G. POST CERTIFICATE INCENTIVE:** CCR 571(a)(2) and CCR 571.1(2) define Peace Officer Standard Training (POST) Certificate Pay as compensation to local police officers and public safety dispatchers who obtain POST certification. Each employee shall be eligible for special compensation, separate from their base pay rate, reportable to CalPERS periodically as earned, if they obtain the following:

1. Intermediate P.O.S.T. Certificate — One additional 2.5% step.
2. Advanced P.O.S.T. Certificate —Additional 5%, compounded with the above.
3. Supervisor P.O.S.T. Certificate — One additional 2.5% step, compounded with the above.

The employee shall receive the salary increase effective the date noticed on the certificate after submission of the documentation showing completion. The Police Department shall notify an employee of POST correspondence and it is the employee's responsibility to submit said documents in a timely manner to receive full benefits of the salary increase.

**H. EDUCATIONAL INCENTIVE:** Each employee shall receive a salary increase as indicated, if they obtain the following:

1. AA or AS Degree — One additional 2.5% step.
2. BA or BS Degree —Two additional 2.5% steps, compounded with the above.
3. Master's Degree — One additional 2.5% step, compounded with the above.

The employee shall receive the salary increase effective the date noticed on the degree after submission of the documentation showing completion. It is the employee's responsibility to submit said documents in a timely manner to receive full benefits of the salary increase. Pursuant to CCR 571.1(2) educational pay is not consider pensionable compensation.

- I. **EVALUATION/POSITION DESCRIPTION:** Each employee shall be subject to an "Employee Evaluation" and any updated position description on or about their anniversary date of each calendar year. Probationary employees shall be subject to an evaluation at six (6), twelve (12) and eighteen (18) months.

## ARTICLE V: SWORN CLASSIFICATION SPECIFIC BENEFITS

**F. FIELD TRAINING PREMIUM PAY:** Any employee at the rank of Police Officer/Corporal who is a Police Officer Standards and Training (POST) certified Field Training Officer and is assigned a trainee for the purposes of initial or remedial field training, shall be eligible for special compensation, separate from their base pay rate, reportable to CalPERS periodically as earned in the amount of 5% (two addition 2.5% steps)

**G. MOTORCYCLE PATROL / TRAFFIC DETAIL PREMIUM:** Any employee at the rank of Police Officer/Corporal who is assigned to the Traffic Division, as either a Motor or Commercial Enforcement Officer shall be eligible for special compensation, separate from their base pay rate, reportable to CalPERS periodically as earned in the amount of 5% (two addition 2.5% steps).

**H. K9 OFFICER PAY:** Any employee, who is a certified "K9 Officer" and is assigned a canine shall be eligible for special compensation, separate from their base pay rate, reportable to CalPERS periodically as earned in the amount of 5% (two addition 2.5% steps).

The CITY and the POA have met and conferred over how much off duty time is spent by a K9 Officer in the car, feeding and grooming of the canine. The CITY and POA have determined that the K9 Officer spends 15 hours per month on these off duty tasks and have also agreed that the K9 Officer shall be paid for those 15 hours per month at the greater of \$15 per hour, or the California minimum wage, and at time and one-half. Pursuant to CalPERS, the feeding and grooming of the canine is not consider pensionable compensation.

## ARTICLE VI: SUPPORT CLASSIFICATION SPECIFIC BENEFITS

- A. **TRAINING PREMIUM PAY:** An employee who is assigned, in writing, a trainee for the purpose of initial and remedial training shall be eligible for special compensation, separate from their base pay rate, reportable to CalPERS periodically as earned in the amount of two addition 2.5% steps, compounded with any additional incentive pay.

**I. NOTARY CERTIFICATION:** The CITY reserves the right to identify which classifications and how many notary certificates are issued. When any employee takes and passes the Secretary of State Notary Examination, and begins to notarize documents, he or she shall be eligible for special compensation, separate from their base pay rate, reportable to CalPERS periodically as earned in the amount of 5% (two additional 2.5% steps). All documents and/or correspondence is to have the CITY's mailing address as the contact address for any and all notary supplies, certification, and/or notifications. Upon expiration if it is not renewed the employee will lose such increase.

## ARTICLE VII: SALARY AND BENEFITS

**O. BILINGUAL PAY:** Employees who have been certified using a CITY designated language proficiency test as being fluent speaking or interpreting (not reading or writing) in sign language or other secondary languages shall be eligible for special compensation, separate from their base pay rate, not reportable to CalPERS, in the amount of one dollar and fifty cents (\$1.50) per hour premium pay, if the need for fluency is necessary in the current job and approved by the Department Head and City Manager. Each certified employee may be required to be recertified as a condition of continued receipt of premium pay. Authorization and continuation of premium pay will be at the sole discretion of the City Manager.

## ARTICLE VIII: HOURS AND WORKING CONDITIONS

**A. HOLIDAY ACCRUAL:** The CITY allocates fourteen (14) eight-hour days per year accrued at 4.31 hours per pay period (one hundred twelve (112) hours per year). Holiday pay is special compensation defined by CCR 571(a)(5) and CCR 571.1.(4). Recognized holidays currently include:

New Year's Day	Veterans Day
Martin Luther King Jr Day	Thanksgiving
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day After Christmas
Indigenous People's Day	New Year's Eve

An employee may request payment of banked holiday pay, to be paid by separate check. An Employee's base pay plus any special compensation that qualifies as pensionable compensation reportable to CALPERS is used to calculate the rate of holiday pay. This includes POST, FTO, Motorcycle, Traffic, K9, Training and Notary. Holiday pay accrued and paid within the period earned is reportable for Classic members under CCR 571(a)(5). Banked holiday pay exceeding the maximum accrual limit and paid out after the period earned is not reportable. Banked holiday pay for PERRA members is not reportable if eligible to be used as time off in lieu of compensation.

Requests for cash payment pursuant to this section shall be submitted to the Human Resources department quarterly. Such requests must be submitted by March 1, June 1, September 1 or December 1 to be paid on the first full pay period in March, June, September or December. An employee may maintain a maximum of two hundred twenty-four hours (224) of banked holiday

pay. Any excess holiday hours, above the maximum accrual, as of December 31<sup>st</sup> of any year, will be paid to employees in January of the next year using the rate of pay in effect prior to any Memorandum of Understanding increase in January.

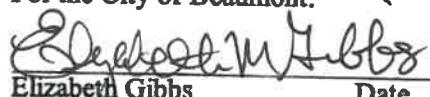
If an employee may maintain a maximum of two hundred twenty-four hours (224) of banked holiday pay. Any excess holiday hours, above the maximum accrual, as of December 31<sup>st</sup> of any year, will be paid to employees in January of the next year using the rate of pay in effect prior to any Memorandum of Understanding increase in January.

Those employees assigned to a flex schedule will deduct the scheduled hours from their holiday accrual leave bank (E.g. An employee that is normally scheduled to work a 4/10 will deduct 10 hours holiday accrual from their leave bank on a holiday off).

A holiday shall cover a twenty-four (24)-hour period beginning at 12:00 a.m. and ending at 11:59 p.m.

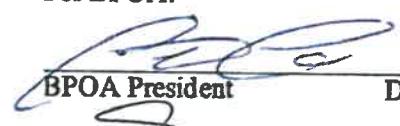
All other terms of the MOU, as amended, shall remain in full force and effect.

For the City of Beaumont:

  
Elizabeth Gibbs  
City of Beaumont

Date

For BPOA:

  
BPOA President  
  
BPOA Vice President

8/15/25  
Date

8-15-25  
Date