

**SIDE LETTER OF AGREEMENT
MODIFYING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND THE EMPLOYEES ASSIGNED TO CLASSIFICATIONS REPRESENTED BY
THE CITY OF DESERT HOT SPRINGS POLICE OFFICERS' ASSOCIATION
EFFECTIVE JULY 1, 2016, THROUGH JUNE 30, 2019**

This Side Letter of Agreement ("Side Letter") is entered into this ___ day of ___, 2017, by and between the City of Desert Hot Springs ("City") and the employees assigned to classifications represented by the City of Desert Hot Springs Police Officers' Association ("DHSPOA") to amend the Memorandum of Understanding ("MOU") by and between the City and DHSPOA, effective July 1, 2016, through June 30, 2019. City and DHSPOA are sometimes individually referred to as a "Party" and collectively as "Parties." This Side Letter shall be effective July 1, 2017, and continue in full force and effect through June 30, 2019, or for such period as the MOU may be duly extended.

The City and DHSPOA previously entered into the MOU with the intent and purpose of setting forth the wages, hours and/or other items and conditions of employment of the employees of the Desert Hot Springs Police Department ("Police Department"). The Parties desire to amend the MOU as described herein.

1. Sections 2.2 of Article III (Employee Performance) of the MOU are hereby amended to read as follows:

"The probationary period may be extended by the Chief of Police, upon approval of the City Manager, for a period not to exceed six (6) months, should the Chief of Police find that conditions warrant such an extension. **The probationary period may be further extended for an equivalent period of time an employee is absent due to illness or injury.**

2. Sections 3.2 of Article III (Employee Performance) of the MOU are hereby amended to read as follows:

"The probationary period may be extended for a period of six (6) months, should the Chief of Police find that conditions warrant such an extension. **The probationary period may be further extended for an equivalent period of time an employee is absent due to illness or injury.**

3. Section 9.1 of Article II (Compensation) of the MOU is hereby amended to read as follow:

"Regular, full-time police personnel required to maintain uniforms and equipment in the performance of their duties shall receive a monetary allowance of one hundred ~~fifty~~ dollars (~~\$100.00~~ **150.00**) per month payable on a bi-monthly (~~\$50.00~~ **75.00** twice per month) basis."

4. Section 9.2 of Article II (Compensation) of the MOU is hereby amended to read as follows:

"Allowance may be used to acquire and maintain the specific departmental uniform in a neat and proper manner, including any and all officer equipment, uniform supplies or

weapons. Upon requested justification by the employee, due to reasonable wear and tear, the City shall supply a new uniform ~~no more than once each calendar year~~. This determination shall be made by the Police Chief, or his/her designee, upon approval by the City Manager. Uniforms may be replaced more than once per year due to normal wear and tear."

5. The Parties agree and acknowledge that the current pay scales move up by one step. The Parties further agree that effective the first pay period immediately following the effective date of this Side Letter, all employees who have reached Steps A through I shall remain at the same pay level with the exception all employees in the current Step A who will move to the new Step A with the corresponding increase in pay. Additionally, all employees currently in Step I, who have been at Step I for a minimum of 12 months and received an overall merit rating of "Meets job Requirements" or better pursuant to Section 2.1 of the MOU on an annual performance evaluation, shall immediately move to the new Step I with the corresponding increase in pay. No merit review dates will change.
6. There shall be no change to any sections of the MOU other than those set forth in this Side Letter. This Side Letter may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto. Electronic Signatures shall be deemed one and the same as originals. In the event there exists any conflicts between the terms of this Side Letter and the MOU, the terms of the Side Letter shall be superseding. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.
7. On May 2, 2017, the City Council approved medical, dental and vision care, which provides better coverage without increasing employee contribution to the premium.

IN WITNESS WHEREOF, the Parties hereto have caused this Side Letter to be executed as of the date first written above.

DESERT HOT SPRINGS POLICE
ASSOCIATION



Larry Gaines
DHSOPOA President

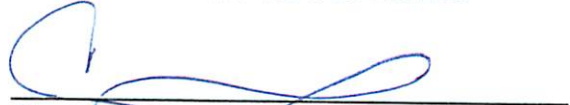


Gus Paiz
DHSPOA Member



Mike Valentich
Labor Representative
Castillo Harper APC

CITY OF DESERT HOT SPRINGS



Charles Maynard
City Manager



Jerryl Soriano
City Clerk



John M. Holcomb
Chief Negotiator