



Folsom City Council Staff Report

MEETING DATE:	2/24/2026
AGENDA SECTION:	Consent Calendar
SUBJECT:	<p>Consideration of Side Letters of Agreement Between the City of Folsom and the Folsom Police Officers Association (FPOA)</p> <ul style="list-style-type: none"> i. Resolution No. 11564 – A Resolution Authorizing the City Manager to Execute a Side Letter of Agreement Between the City of Folsom and the FPOA Regarding Shift Rotation Schedule ii. Resolution No. 11565 – A Resolution Authorizing the City Manager to Execute a Side Letter of Agreement Between the City of Folsom and the FPOA Regarding Specialty Pay
FROM:	Human Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Human Resources Director recommends that the City Council pass and adopt the following resolutions:

- i. Resolution No. 11564 – A Resolution Authorizing the City Manager to Execute a Side Letter of Agreement Between the City of Folsom and the FPOA Regarding Shift Rotation Schedule
- ii. Resolution No. 11565 – A Resolution Authorizing the City Manager to Execute a Side Letter of Agreement Between the City of Folsom and the FPOA Regarding Specialty Pay

BACKGROUND / ISSUE

The City of Folsom and the Folsom Police Officers Association (FPOA) had a meet and confer in good faith to execute two Side Letters to clarify and update provisions in the current Memorandum of Understanding (MOU), effective January 1, 2026, through December 31, 2028.

The first Side Letter updates shift rotations for personnel, specifying that rotations will occur in April and October. This operational change provides clarity and consistency in scheduling.

The second Side Letter addresses Specialty Pay. In addition to clarifying the time basis for payment, this Side Letter includes a Police Department division that was previously excluded from Article V, Section I of the MOU, ensuring its members are entitled to the same Specialty Pay. These changes also confirm that such compensation will be reported to CalPERS as applicable, ensuring compliance with retirement regulations.

POLICY / RULE

Government Code Title 1, Division 4, Chapter 10, commonly known as the Meyers-Milias-Brown Act (MMBA), requires public agencies to meet and confer in good faith with recognized employee organizations regarding wages, hours, and other terms and conditions of employment.

The proposed side letters were negotiated in accordance with the MMBA and incorporate language consistent with CalPERS regulations.

ANALYSIS and FINANCIAL IMPACT

The first Side Letter updating shift rotations does not establish new compensation or increase existing compensation levels. There is no new fiscal impact associated with the change to shift rotation schedule.

The second Side Letter addressing Specialty Pay includes the addition of one Sergeant to receive differential pay. This adjustment reflects the Sergeant's regular and consistent assignment to the Professional Standards Unit, Administrative/Personnel Division, aligning their compensation with the responsibilities of the position.

- The cost for the first year will increase salary and benefits by approximately \$12,000.

ATTACHMENTS

1. Resolution No. 11564 – A Resolution Authorizing the City Manager to Execute a Side Letter of Agreement Between the City of Folsom and the FPOA Regarding Shift Rotation Schedule
2. Side Letter of Agreement Between the City of Folsom and the FPOA Regarding Shift Rotation Schedule
3. Resolution No. 11565 – A Resolution Authorizing the City Manager to Execute a Side Letter of Agreement Between the City of Folsom and the FPOA Regarding Specialty Pay
4. Side Letter of Agreement Between the City of Folsom and the FPOA Regarding Specialty Pay

Submitted,



Allison Garcia, Human Resources Director

Attachment 1

RESOLUTION NO. 11564

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF FOLSOM AND THE FOLSOM POLICE OFFICERS ASSOCIATION REGARDING SHIFT ROTATION SCHEDULE

WHEREAS, the City of Folsom (the “City”) and the Folsom Police Officers Association (FPOA) are parties to a Memorandum of Understanding (MOU) with a term beginning January 1, 2026, and ending December 31, 2028; and

WHEREAS, the City and FPOA have met and conferred in good faith in accordance with the Meyers-Milias-Brown Act (MMBA) concerning the terms and conditions of employment; and

WHEREAS, the Parties have mutually agreed to amend Article VIII, Section C.2 of the MOU to reflect an operational change for shift rotations; and

WHEREAS, the amended shift rotation schedule provides that:

- Patrol personnel shift rotations shall occur in April and October; and
- Dispatch personnel shift rotations shall occur in April and October; and

WHEREAS, this Side Letter memorializes the agreement between the Parties and supersedes all prior discussions or agreements related to shift rotations, while the remainder of the MOU remains in full force and effect;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom approves the Side Letter of Agreement with the Folsom Police Officers Association regarding the shift rotation schedule; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to execute said Side Letter of Agreement.

PASSED AND ADOPTED this 24th day of February 2026, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Justin Raitel, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

Side Letter Agreement between
City of Folsom
and
Folsom Police Officers Association
Regarding Shift Rotation Schedule

The City of Folsom (hereinafter referred to as "City") and the Folsom Police Officers Association (hereinafter referred to as "FPOA") entered into a Memorandum of Understanding ("MOU") with a term beginning on January 1, 2026, and terminating on December 31, 2028. The City and FPOA are collectively referred to herein as the "Parties." The Parties mutually agree to amend Article VIII, Section C.2 to reflect an operational change for shift rotations.

2. Shift rotations shall occur during the following time periods:

Patrol Personnel: April and October
Dispatch Personnel: April and October

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

This Side Letter memorializes and constitutes the entire agreement between the parties as to all matters referred to and included herein and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral. The MOU shall remain in full force and effect except as specifically modified in this Side Letter.

This Agreement 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.

City of Folsom

FPOA

Bryan Whitemyer, City Manager

Paul Rice, President

Date

Date

Attachment 3

RESOLUTION NO. 11565

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF FOLSOM AND THE FOLSOM POLICE OFFICERS ASSOCIATION REGARDING SPECIALTY PAY

WHEREAS, the City of Folsom (the “City”) and the Folsom Police Officers Association (FPOA) are parties to a Memorandum of Understanding (MOU) with a term beginning January 1, 2026, and ending December 31, 2028; and

WHEREAS, the City and FPOA have met and conferred in good faith in accordance with the Meyers-Milias-Brown Act (MMBA) concerning the terms and conditions of employment; and

WHEREAS, the Parties have mutually agreed to amend Article V, Section I.3 of the MOU to clarify the time basis for payment of Specialty Pay, include a previously excluded Police Department division, and ensure that officers and sergeants in designated assignments receive differential pay, paid each pay period and reported to CalPERS as applicable; and

WHEREAS, this Side Letter memorializes the agreement between the Parties and supersedes all prior discussions or agreements related to shift rotations, while the remainder of the MOU remains in full force and effect;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom approves the Side Letter of Agreement with the Folsom Police Officers Association regarding the Specialty Pay; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to execute said Side Letter of Agreement.

PASSED AND ADOPTED this 24th day of February 2026, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Justin Raithe, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 4

Side Letter Agreement between
City of Folsom
and
Folsom Police Officers Association
Regarding Specialty Pay

The City of Folsom (hereinafter referred to as "City") and the Folsom Police Officers Association (hereinafter referred to as "FPOA") entered into a Memorandum of Understanding ("MOU") with a term beginning on January 1, 2026, and terminating on December 31, 2028. The City and FPOA are collectively referred to herein as the "Parties." The Parties mutually agree to amend Article V, Section I.3. The Parties have identified a division in the Police Department that was inadvertently previously excluded from Article V, Section I of the MOU, but which nonetheless shall receive the same Specialty Pay. Additionally, time basis for Specialty Pay is also clarified.

I. Specialty Pay:

1. Officers who are routinely and consistently assigned to the Canine Program will be compensated for thirty (30) minutes each day (at time and one-half) for time spent off-duty caring for their dogs. This differential shall be paid each pay period and reported to CalPERS as applicable.
2. Officers who are routinely and consistently assigned to a Motor Officer position shall receive a Motor Officer differential of five percent (5%). This differential shall be paid each pay period and reported to CalPERS as applicable.
3. Employees who are routinely and consistently assigned to the Detective Division shall receive a differential pay of five percent (5%). This differential shall be paid each pay period and reported to CalPERS as applicable.
4. Sergeants assigned to the Professional Standards Unit, Administrative/Personnel Division, who are regularly and consistently required to exercise trust and discretion, shall receive a differential pay of five percent (5%) of base wages. This differential shall be paid each pay period and reported to CalPERS as applicable.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this Agreement and its implementation.

This Side Letter memorializes and constitutes the entire agreement between the parties as to all matters referred to and included herein and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral. The MOU shall remain in full force and effect except as specifically modified in this Side Letter.

This Agreement 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.

City of Folsom

FPOA

Bryan Whitemyer, City Manager

Paul Rice, President

Date

Date