

**Side Letter to the 2015-18 Memorandum of Understanding Between the City of
Newport Beach and the Newport Beach Police Management Association
Establishing Motor Officer Compensation**

This Side Letter of Agreement ("Side Letter") between the City of Newport Beach and the Newport Beach Police Management Association ("NBPMA"), together are the "Parties", is entered into with respect to the following:

RECITALS

- A. The City of Newport Beach and the Newport Beach Police Management Association (NBPMA) entered into a Memorandum of Understanding (MOU) regarding wages, benefits and other terms and conditions of employment for employees represented by NBPMA, for the period January 1, 2015 through June 30, 2018.
- B. Employees in the unit working as motor officers routinely service and maintain their motorcycle after work hours.
- C. The purpose of this Side Letter is to establish the terms, conditions and compensation for motor officers.

TERMS AND CONDITIONS

- 1. All of the foregoing Recitals are true and correct and are incorporated herein as part of the Side Letter for all purposes.
- 2. Section 2, Compensation, of the MOU, is hereby amended to include the following Subsection:

K. Motorcycle Assignment

- a. *Employees assigned to work as motor officers are entitled to compensation for the off duty maintenance and servicing of their motorcycles. The Parties acknowledge that the Fair Labor Standards Act (FLSA), which governs the entitlement to compensation for off-duty motorcycle duties, entitles the Parties to agree to a reasonable number of hours per month for such duties. The FLSA also allows the Parties to agree on appropriate compensation for the performance of such off-duty motorcycle duties. It is the intent of the Parties through this Subsection (K) to fully comply with the requirements of the FLSA and that such provisions do comply with the FLSA.*
- b. *The Chief of Police, at his or her sole discretion, shall determine the number of unit positions assigned to motor officer duties. At any time*

this number may decrease or increase depending on the decision of the Chief of Police.

- c. *Employees assigned as motor officers shall receive an additional six (6) hours of straight time compensation per month, paid at one and one-half (1.5) times their regular hourly rate of pay. This pay is compensation for the off-duty maintenance and servicing of the motorcycle. The Parties agree the additional compensation is for the performance of off-duty work and does not meet the definition of compensation earnable under Government Code Section 20636, and will therefore not be reported to PERS.*


The understanding reached in this Side Letter will continue through the term of the 2015-18 MOU. All other provisions of the current MOU, existing policy, applicable Police Department Standard Operating Procedure or related practices, shall remain unchanged.

Executed this 13 day of Sept, 2017.

City of Newport Beach

By: 
Dave Kiff, City Manager

Newport Beach Police Management Association

By: 
William Depweg, President

Approved as to Form:

 for
Aaron Harp, City Attorney

Attest:


Leilani Brown, City Clerk

