

**February 2020
Side Letter Agreement #1
Between the City of El Monte and the El Monte Police Mid-Managers' Association**

This Side Letter #1 to the current January 1, 2018 - December 31, 2020 Memorandum of Understanding ("MOU") between the El Monte Police Mid-Managers' Association ("PMMA") and the City of El Monte ("City") dated July 5, 2018, is made and entered into this 4th day of February 2020 by and between the City and PMMA. For purposes of this Side Letter #1, the capitalized term "Parties" shall be a collective reference to both the City and PMMA, and the capitalized term "Party" shall refer to either the City or PMMA interchangeably as appropriate.

WHEREAS, the Parties have agreed to extend the term of the MOU through December 31, 2022; and

WHEREAS, the City has agreed to certain salary adjustments for the extended term of the MOU on the express condition that PMMA agrees to reductions in the percentage of the Employer Paid Member Contribution for Public Employees' Retirement System benefits that is paid for by the City; and

WHEREAS, except as expressly set forth in this Side Letter #1, the Parties have agreed that all other terms and conditions of the 2018-2020 MOU shall remain in full force and effect; and

WHEREAS, this Side Letter #1 shall be submitted to the El Monte City Council ("City Council") for ratification upon execution by both Parties.

NOW, THEREFORE, the Parties to agree as follows:

SECTION I. Section 2 (Salary Adjustments) of Article 2 is hereby amended to replace subsection C in its entirety and to add subsections D and E to state as follows:

- C. Retroactive to January 1, 2020, all classifications in the Unit shall receive a six percent (6%) salary adjustment above the standard classification's assigned salary range in effect as of December 31, 2019.
- D. Effective January 1, 2021, all classifications in the Unit shall receive a four percent (4%) salary adjustment above the standard classification's then current assigned salary range.
- E. Effective January 1, 2022, all classifications in the Unit shall receive a five percent (5%) salary adjustment above the standard classification's then current assigned salary range.

SECTION II. Section 4(B) (Employee CalPERS Contribution – 9%) of Article 3 is hereby retitled to “Employee CalPERS Contributions” and amended in its entirety to state as follows:

1. Classic Members

- a. The unit employee contribution is nine percent (9%) of base salary.
- b. The City shall contribute this nine percent (9%) on the unit employee’s behalf as Employer Paid Member Contribution (EPMC) and report the same to CalPERS as special compensation under Government Code §20636(C)(4) through December 31, 2019.
- c. Retroactive to January 1, 2020, unit employees shall pay three percent (3%) of the CalPERS employee rate. The City shall pay the remaining six percent (6%) of the employee rate as EPMC and report the same to CalPERS as special compensation under Government Code §20636(C)(4) through December 31, 2020.
- d. Effective January 1, 2021, unit employees shall pay an additional three percent (3%) of the CalPERS employee rate, for a total of six percent (6%). The City shall pay the remaining three percent (3%) of the employee rate as EPMC and report the same to CalPERS as special compensation under Government Code §20636(C)(4) through December 31, 2021.
- e. Effective January 1, 2022, unit employees shall pay an additional three percent (3%) of the CalPERS employee rate, for a total of nine percent (9%). This provision will eliminate EPMC entirely.

2. New Members

New members’ contribution rates are required to be the greater of fifty percent (50%) of the total normal cost, as determined annually by CalPERS, or the current contribution rate of similarly situated employees.

SECTION III. Section 4(C)(8) (Additional Retirement Benefit – Classic Members) of Article 3 is hereby deleted.

SECTION IV. Section 1 (Term of Memorandum of Understanding) of Article 7 is hereby amended in its entirety to state as follows:

This MOU shall be effective January 1, 2018, except as otherwise provided here in, and together with all the terms, conditions and effects thereof, shall expire on midnight on December 31, 2022.

This Side Letter was ratified by a majority vote of the members of the El Monte Police Mid-Managers' Association on January 14, 2020 and approved by the El Monte City Council at its Regular Meeting of February 4, 2020, as agenda item# 14.4 .

CITY OF EL MONTE

By: 
Alma Martinez, City Manager

Date: 1/21/2020

EL MONTE POLICE MID-MANAGERS' ASSOCIATION

By: 
Christopher Cano, PMMA Rep

Date: 1/13/2020

APPROVED AS TO FORM:

By: 
Richard Padilla, Assistant City Attorney