

**Side Letter #2  
2019 – 2022 MOU  
between  
City of El Monte and  
SEIU LOCAL 721 - General Unit (GU)**

The City of El Monte (City) and the El Monte General Unit, SEIU Local 721 (GU) have agreed to the following amendments to the current July 1, 2019 – December 31, 2022, Memorandum of Understanding (MOU) between the parties.

All other terms and conditions of the MOU, and any amendments (Side Letter Agreements) thereto shall remain in full force and effect, except as to the specific modifications provided below:

**Longevity**

1. Article IV - Subsection 4.05.C.2: the table will be replaced with the following:

		Effective through December 31, 2021	Effective January 1, 2022
	EMPLOYEE HIRE DATES	EMPLOYEE HIRE DATES	EMPLOYEE HIRE DATES
YEARS/MONTHS OF SERVICE	On or Before 06/30/1985	On or After 07/01/1985	On or After 07/01/1985
After five (5) years (60 months)	Two percent (2%)	\$ 75 per month	\$ 150 per month
After ten (10) years (120 months)	Four percent (4%)	\$ 100 per month	\$ 200 per month
After fifteen (15) years (180 months)	Five percent (5%)	\$ 125 per month	\$ 250 per month
After twenty (20) years (240 months)	Six percent (6%)	\$ 150 per month	\$ 300 per month

**Wage and Contribution Deferments:**

2. Article IV – Subsection 4.02.B: Pay raises consisting of 5% COLA which is currently due January 1, 2021 will be deferred until January 1, 2022.
3. Article IV – ~~Article Subsection~~ 4.02.C: Pay raises consisting of 5% COLA which is currently due January 1, ~~2021-2022~~ will be deferred until December 31, 2022.
4. Article VII – Subsection 7.01.D.1(c): The additional two percent (2.0%) – for a total of four percent (4.0%) employee contribution to PERS will be deferred from January 1, 2021 until January 1, 2022. In addition, the additional two percent (2.0%) – for a total of six percent (6.0%) employee contribution will be deferred from January 1, 2022 until December 31, 2022.
5. Article VII – Subsection 7.03.E.3: The additional one percent (1.0%) – for a total of two percent (2.0%) employee contribution to PARS will be deferred from January 1, 2021 until January 1, 2022.
6. Article VII – Subsection 7.03.E.4: The additional one percent (1.0%) – for a total of three percent (3.0%) employee contribution to PARS will be deferred from January 1, 2022 until December 31, 2022.

**Furloughs:**

7. Effective September 1, 2020, or the first full pay period following ratification by GU members and approval by the City Council (whichever occurs later), and continuing through December 31, 2020 ("furlough period"), all unit employees shall be required to take a total of seventy (70) unpaid furlough hours, which are intended to produce a ten percent (10%) reduction in base wages. Should the furlough period commence later than September 1, 2020, the total number of unpaid furlough days, and/or portions thereof, required to be taken during the furlough period shall be reduced accordingly so as to represent the intended ten percent (10%) reduction in base wages for the furlough period.
  - a. Unit employees on the 4/10 schedule shall be required to take a total of seven (7) unpaid furlough days. Unit employees shall be deducted ten (10) hours of pay for each furlough day taken utilizing the hourly rate equivalent to the employee's base salary. Such deductions in pay shall be made in the pay period in which the furlough day(s) is(are) taken.
  - b. Unit employees on any schedule other than the 4/10 schedule shall be required to take a total of seventy (70) unpaid furlough hours, which shall be taken first in full day increments, then the balance in hourly increments. Utilizing the hourly rate equivalent to the unit employee's base salary, a unit employee's pay shall be deducted by the number of hours equivalent to their regular schedule for each full furlough day taken, or by the total number of hours taken as furlough time on a particular day. Such deductions in pay shall be made in the pay period in which the furlough day(s)/time is(are) taken.
  - c. Unpaid furlough days/hours may be scheduled at the employee's discretion, subject to advanced approval by their supervisor. In no event shall furlough days/hours be scheduled in such a manner that a unit employee's regular daily or weekly schedule is modified for more than one (1) consecutive work week or on any type of recurring basis. For purposes of this side letter, "recurring basis" shall be defined as two or more instances of the same change to an employee's regular daily or weekly schedule occurring within a thirty (30) day period.
  - d. Unit employees shall not be allowed to utilize any paid leave time in lieu of the unpaid furloughs.
  - e. The City agrees to take any steps necessary to ensure that, to the extent permitted by CalPERS under the California Public Employees' Retirement Law and Public Employees' Pension Reform Act, the unpaid furlough days shall not affect member retirement benefits. However, the City makes no guarantees or representations about the impacts unpaid furlough days may ultimately have on a member's final compensation or service credit for purposes of CalPERS retirement benefits.
8. Furloughs will be proportionally reduced by any cost savings generated through implementation measures that are not part of the FY2020-21 budget or additional revenue received through the HEROES Act or other similar measures which provide local government relief that is not specifically tied to COVID-19 reimbursement. If the City adopts any of the Union's proposals to increase City Revenues (such as contracting in jail services), that corresponding revenue would not count as new revenue for purposes of this provision.
9. Effective December 31, 2020, the furloughs for all unit members will end unless mutually agreed otherwise.

**Information:**

10. The City and GU agree to meet in December 2020 to receive the Financial Analysis Report. Such report will include but not be limited to: year to date revenue and expenses, status of any grant or other funding applications, and the most recent revenue and expense projections. The purpose of this meeting will be to review the information and consider whether to continue and/or modify the provisions regarding furloughs and employee protections.

**Employee Protections:**

11. Article XI – Subsection 11.03: shall be amended as follows:

- a. The City agrees no unit employee shall be subject to layoff through December 31, 2020.
- b. This special moratorium expires at 11:59 p.m. on December 31, 2020 and shall have no force or effect after December 31, 2020 unless mutually agreed otherwise.

12. Article III – Subsection 3.01.H: The City agrees that it shall not consider the contracting out of any current bargaining unit work or have anyone outside of the bargaining unit perform such work while furloughs are in place. This special moratorium expires at 11:59 p.m. on December 31, 2020 and shall have no force or effect after December 31, 2020 unless mutually agreed otherwise.

**Training:**

13. The Union agrees that during the furloughs and employee protections, the City may train Jail staff in Code Enforcement as long as it does not undermine any standard operating procedures or safety protocols currently in place for Jail staff as determined by law, regulation, or industry standard.

**Personal Leave:**

14. Article VI – Subsection 6.04.: these provisions shall be amended in its entirety to state as follows:

- A. Effective through December 31, 2020, unit employees will be allowed to use up to fifty (50) hours of accumulated sick leave per calendar year, for the purpose of conducting personal business, which must be performed during normal business hours.
- B. Effective January 1, 2021, a Personal Leave Bank shall be established and unit employees shall no longer be permitted to utilize any accrued sick leave for the purpose of conducting personal business during normal business hours.
- C. Beginning January 1, 2021, unit employees shall receive forty (40) hours of personal leave on or around January 1<sup>st</sup> of each year.
- D. Such requests for personal leave must be approved in advance by the unit employee's department director.
- E. All personal leave must be used within the calendar year in which it is issued. Unused personal leave will not carry over to the next calendar year and cannot be cashed out upon separation from the City.
- F. Upon initial entry into the unit, employees shall receive a prorated amount of personal leave at the rate of 1.667 hours for all remaining full pay periods in that calendar year.

**Education Pay:**

15. The Union agrees that the City can delay presenting the Education Pay benefits offered to POA, until December 2020.

The parties agree that this Side Letter Agreement is subject to ratification by the GU membership and approval by the City Council. Each party warrants that each person below has the authority to execute this Side Letter Agreement on behalf of their bargaining unit. Except for the terms provided above, the current MOU and subsequent Side Letter Agreements shall remain in effect.

By: 

Alma Martinez, City Manager

Date: 8/18/20

By: 

Steve Koffroth, Chief Negotiator

Date: 8/17/20

Approved as to form: 

Rick R. Olivarez, City Attorney

Date: 8-18-20