

**August 2020**  
**Side Letter Agreement #2**  
**Between the City of El Monte and the El Monte Police Mid-Managers' Association**

This Side Letter #2 to the current January 1, 2018 - December 31, 2020 Memorandum of Understanding ("MOU") and Side Letter #1 between the El Monte Police Mid-Managers' Association ("PMMA") and the City of El Monte ("City") is made and entered into by and between the City and PMMA this 19<sup>th</sup> day of August 2020. For purposes of this Side Letter #2, 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 met and conferred in good faith to identify mutually agreeable cost reduction measures in response to the significant budget shortfall caused by the economic impacts of the COVID-19 pandemic; and

WHEREAS, the Parties have agreed to implement unpaid furloughs during the period of September 1, 2020 through June 30, 2021; and

WHEREAS, the Parties have agreed to defer certain salary and benefit increases and employee pension contribution increases; and

WHEREAS, the PMMA has agreed to waive the cafeteria allotment increase due January 1, 2021; and

WHEREAS, the Parties have agreed to certain temporary modifications to Special Assignment Pay and Disaster Overtime Pay; and

WHEREAS, the Parties have agreed to establish Education Pay; and

WHEREAS, the Parties have agreed to establish a Personal Leave Bank; and

WHEREAS, the Parties have agreed to further extend the term of the MOU through December 31, 2023; and

WHEREAS, the Parties have agreed to meet and confer on or before April 30, 2021, to assess and discuss the effectiveness of this Side Letter #1 in achieving cost reductions to the City's General Fund; and

WHEREAS, the Parties have agreed to meet on or before April 30, 2021, to discuss the increases to Longevity Pay and Shooting Pay provided in Side Letter #3 to the POA MOU; and

WHEREAS, except as expressly set forth in this Side Letter #2, the Parties have agreed that all other terms and conditions of the 2018-2020 PMMA MOU and Side Letter #1 shall remain in full force and effect; and

WHEREAS, the terms of this Side Letter #2 were ratified by a majority vote of the members of the PMMA on August 17, 2020; and

WHEREAS, this Side Letter #2 shall be submitted to the El Monte City Council ("City Council") for ratification.

NOW, THEREFORE, the Parties to agree as follows:

SECTION I. Effective September 1, 2020 through June 30, 2021, all unit members shall be required to take a total of five (5) unpaid furlough days (representing a total of fifty (50) unpaid furlough hours), in either full day or half day increments.

Unpaid furlough days or half days may be scheduled at the unit employee's discretion, subject to advanced approval by the Chief of Police.

For each unpaid furlough day or half day taken, the unit employee shall be deducted ten (10) hours or five (5) hours of pay, respectively, utilizing the hourly rate equivalent of the member's base salary. Such deductions in pay shall be made in the pay period in which the furlough half day(s) is(are) taken.

To the extent permitted by CalPERS under the California Public Employees' Retirement Law and Public Employees' Pension Reform Act, unpaid furlough days shall not affect member retirement benefits. However, the City makes no guarantees or representations about what impact unpaid furlough days may ultimately have on a member's final compensation or service credit for purposes of CalPERS retirement benefits.

SECTION II. Implementation of the following provisions of Side Letter #1 shall be deferred by one (1) year as stated below:

A. Section I(D) of Side Letter #1 (4% salary adjustment) shall be deferred until January 1, 2022.

B. Section I(E) of Side Letter #1 (5% salary adjustment) shall be deferred until January 1, 2023.

C. Section II(1)(d) of Side Letter #1 (6% employee contribution to CalPERS) shall be deferred until January 1, 2022.

D. Section II(1)(e) of Side Letter #1 (9% employee contribution to CalPERS) shall be deferred until January 1, 2023.

SECTION III. Any increase due pursuant to Section 1(A) (Monthly Benefit Allotment, Health Insurance – Active Employees) of Article Three of the MOU is hereby waived for the period of January 1, 2021 through December 31, 2021.

SECTION IV. Section 7 (Special Assignment Pay) of Article Two of the MOU is hereby amended to replace subsection D and add subsection E as stated below:

D. Effective September 1, 2020 through December 31, 2021, a comp time bank shall be established and utilized for Watch Commander shift trades.

1. For every ten (10) hour or twelve and one-half hour (12.5) Watch Commander shift trade worked, the unit employee will bank ten (10) or twelve and one-half (12.5) hours of comp time, respectively.
2. A unit employee shall not be entitled to comp time for working a Watch Commander shift trade during any work week in which a unit employee takes an unpaid furlough day or half day and thereby becomes entitled to overtime under the FLSA. (See 29 CFR 541.710(b).)
3. A unit employee's comp time bank may not exceed eighty (80) hours at any given time. Once an employee's comp time bank reaches eighty (80) hours, an employee shall be compensated for any additional hours worked during a Watch Commander shift trade in accordance with the Special Assignment Pay provisions set forth in Section 7 of Article Two.
4. Unit employees shall be allowed to use any accrued available comp time at their discretion, subject to advanced approval by the Chief of Police.
5. Unit employees shall not be allowed to cash out any unused comp time at any time during employment with or upon separation from the City.
6. Effective January 1, 2022, unit employees shall no longer earn comp time, unless both Parties mutually agree to extend such benefit.
  - a. Unit employees shall have until January 1, 2023 to utilize all comp time remaining in their bank as of January 1, 2022. Unit employees shall not be allowed to cash out any unused comp time remaining as January 1, 2023.

E. Assignments under this provision are not considered as "Reportable Compensation" to CalPERS.

SECTION V. Subsection B (Exception – Disaster Overtime) of Section 9 (Disaster Overtime Pay) of Article Two of the MOU is hereby amended in its entirety to state as follows:

B. Exception – Disaster Overtime

However, the City agrees the Police Lieutenants and Police Captains will be paid an overtime rate equal to one- and one-half (1.5) times their hourly rate for any work or travel time beyond their normal work shift in the event that a disaster is formally declared by the Federal, State or County governments.

Effective September 1, 2020, all Watch Commander backfill assignments of ten (10) or twelve and one-half (12.5) hours in duration which occur during a formally declared Federal, State, County or local emergency due to COVID-19 shall be excluded from this Disaster overtime provision and shall be paid in accordance with the Special Assignment Pay provisions set forth in Section 7 of Article Two.

SECTION VI. Section 15 (Education Pay) is hereby added to Article Two of the MOU to state as follows:

- A. Effective January 1, 2022, each unit employee who possesses a Master's Degree or any other higher level degree from an accredited institution shall be compensated six hundred dollars (\$600) each month.
- B. Education pay shall not be cumulative. For example, a member with a Master's Degree and a Doctorate Degree is only eligible for six hundred dollars (\$600) each month not twelve hundred dollars (\$1,200) each month.
- C. The parties agree that Education Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay.

SECTION VII. Effective January 1, 2021, Section 4 (Personal Business Leave) of Article Four of the MOU shall be amended in its entirety to state as follows:

- A. 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.
- B. 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.
- C. Requests to utilize Personal Leave must be approved in advance by the Chief of Police.

- D. 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.
- E. 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.

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

This MOU shall be effective January 1, 2018, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire on midnight on December 31, 2023.

SECTION IX. The Parties agree to meet and confer on or before April 30, 2021, to assess and discuss the effectiveness of this Side Letter #2 in achieving cost reductions to the City's General Fund.

SECTION X. Consistent with the City's obligations under Section 11 (New Benefits) of Article Three of the MOU, the Parties agree to meet on or before April 30, 2021, to discuss the increases to Longevity Pay and Shooting Pay provided in Sections 3 and 4, respectively, of Side Letter #3 to the 2018-2020 POA MOU.

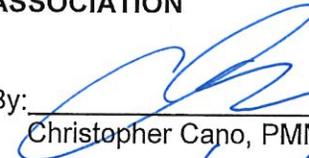
IN WITNESS THEREOF the Parties have caused the duly authorized representatives to execute this Side Letter #2 as of the dates stated below.

**CITY OF EL MONTE**

By:   
Alma Martinez, City Manager

Date: 8/18/20

**EL MONTE POLICE MID-MANAGERS' ASSOCIATION**

By:   
Christopher Cano, PMMA Rep

Date: 8/20/2020

**APPROVED AS TO FORM:**

By:   
Richard Padilla, Assistant City Attorney