

**Side Letter Agreement #3  
Between the City of El Monte and the El Monte Police Officers' Association**

This Side Letter #3 to the current January 1, 2018 - December 31, 2020 Memorandum of Understanding (“MOU”) and Side Letters #1 and #2 between the El Monte Police Officers’ Association (“EMPOA”) and the City of El Monte (“City”), is entered into by and between the City and EMPOA. For purposes of this Side Letter #3, the capitalized term “Parties” shall be a collective reference to both the City and EMPOA, and the capitalized term “Party” shall refer to either the City or EMPOA interchangeably as appropriate.

WHEREAS, the Parties have agreed to restructure the Detective Bureau; and

WHEREAS, the Parties have agreed to temporarily authorize the Department to use certain specialty assignments to meet minimum staffing requirements to backfill dayshift patrol and that said temporary authorization shall not constitute a past practice or precedent; and

WHEREAS, the City has agreed to certain adjustments to special compensation pertaining to education pay, longevity pay, shooting pay, and special assignment pay; and

WHEREAS, the Parties have also agreed to amend certain provisions of the MOU pertaining to special assignments; and

WHEREAS, except as expressly set forth in this Side Letter #3, the Parties have agreed that all other terms and conditions of the 2018-2020 MOU and Side Letters #1 and #2 shall remain in full force and effect; and

WHEREAS, this Side Letter #3 was ratified by the El Monte City Council at its Special Meeting of March 23, 2020 as agenda item# 9.1.

NOW, THEREFORE, the Parties to agree as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Section 5.03(C)(5)(a) – (Permanent Assignments) of Article 5 is hereby amended in its entirety to state as follows:

The following assignments are designated by Police Management as permanent assignments:

- All Senior Police Detectives/Investigators (12)

Through attrition permanent Senior Police Detectives/Investigators will reduce from twelve (12) to eight (8). Beginning December 1, 2020, there shall be a total of sixteen (16) Senior Police Detective/Investigator positions, which shall be comprised of both permanent Senior Police Detectives/Investigators and

rotational Senior Police Detectives/Investigators. The number of permanent Senior Police Detectives/Investigators shall be between twelve (12) and (8), depending on when the positions are reduced through attrition, and at no time shall the number of permanent Senior Police Detectives/Investigators be less than eight (8). The number of rotational Senior Police Detectives/Investigators shall be the difference between the sixteen (16) Senior Police Detective/Investigator positions and the number of permanent Senior Police Detectives/Investigators.

Rotational Senior Police Detective/Investigator positions shall be for a minimum of three (3) years with the opportunity for extension at the Chief's discretion in one-year increments. Rotational Senior Police Detective/Investigators shall not be removed from their positions prior to the completion of the 3-year period or the completion of any 1-year extension except as outlined in Section 5.03(C)(5)(d).

These rotational positions shall not include other support positions (e.g. Gangs, Narcotics, Community Relations, or any other unit). Additionally, the Corporal(s) and Sergeant(s) in the Detective Bureau shall not count towards the minimum staffing of sixteen (16) Senior Police Detective/Investigator positions.

SECTION 3. Effective January 1, 2021, Section 5.04(G) (Longevity Pay) of Article 5 is hereby amended in its entirety to state as follows:

A longevity pay plan based upon service time in regular employment with the City of El Monte shall provide the following additional compensation above the eligible unit employee's base salary as follows:

<u>Employee Years of Service</u>	<u>Compensation</u>
After five (5) years (60 months)	\$150 per month
After ten (10) years (120 months)	\$200 per month
After fifteen (15) years (180 months)	\$250 per month
After twenty (20) years (240 months)	\$300 per month

The parties agree that Longevity 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)(1).

SECTION 4. Effective January 1, 2021, Sections 5.04(P)(1) and 5.04(P)(2) (Shooting Pay) of Article 5 are hereby amended in their entirety to state as follows:

1. The City shall pay to each employee "Shooting Pay" of two hundred dollars (\$200) per month above the unit employee's base salary, provided:
  - a. The unit employee successfully qualified (duty weapon and shotgun) during each quarterly qualification period over the immediately preceding four quarters; and

- b. The unit employee had no preventable accidental firearm discharges for one year prior to the date of the monthly issuance of the shooting pay.

2. Quarterly Qualification Exceptions

A unit employee who does not shoot during a quarterly shooting qualification period will maintain his/her eligibility for Shooting Pay, provided the employee:

- a. Was on administrative leave;
- b. Assigned to a work or training location that was outside of Los Angeles County;
- c. Could not shoot due to injury;
- d. Could not shoot due to range closure; or
- e. Due to other legitimate circumstances as approved by Police Management.

SECTION 5. Effective January 1, 2021, Section 5.04(Q) (On-Call Pay: SWAT Members and Crisis Negotiation Team Members) of Article 5 is hereby amended in its entirety to state as follows:

- 1. Each member of the SWAT Team, including SWAT Medics and SWAT K9 Officers, shall be compensated two hundred dollars (\$200) each month for answering their phones while off-duty and being available to respond to call-outs. This compensation does not include compensation that the SWAT Team members are entitled to if they are ordered to report to work during their off-duty hours.
- 2. At least eighteen (18) members shall be assigned to the SWAT Team at any given time.
- 3. Each member of the Crisis Negotiator Team (CNT) shall be compensated two hundred dollars (\$200) each month for answering their phones while off-duty and being available to respond to call-outs. This compensation does not include compensation that the CNT members are entitled to if they are ordered to report to work during their off-duty hours.
- 4. At least seven (7) members shall be assigned to the CNT at any given time.

SECTION 6. Section 5.04(U) (Education Pay) of Article 5 is hereby added as follows:

- 1. Effective January 1, 2021, each unit employee who possesses an Associate's Degree from an accredited institution shall be compensated one hundred dollars (\$100) each month. Effective January 1, 2022, each unit employee who possesses an Associate's Degree from an accredited institution shall be compensated two hundred dollars (\$200) each month.

2. Effective January 1, 2021, each unit employee who possesses a Bachelor's Degree from an accredited institution shall be compensated two hundred dollars (\$200) each month. Effective January 1, 2022, each unit employee who possesses a Bachelor's Degree from an accredited institution shall be compensated four hundred dollars (\$400) each month.
3. Effective January 1, 2021, each unit employee who possesses a Master's Degree or higher level degree from an accredited institution shall be compensated three hundred dollars (\$300) each month. Effective January 1, 2022, each unit employee who possesses a Master's Degree or higher level degree from an accredited institution shall be compensated six hundred dollars (\$600) each month.
4. Education pay shall not be cumulative. For example, a member with an Associate's Degree and a Bachelor's Degree is only eligible for four hundred dollars (\$400) each month not six hundred dollars (\$600) each month.
5. 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 7. Section 11.07(C)(1) of Article 11 is hereby temporarily not enforced until December 31, 2020 pursuant to the following understanding and conditions:

Section 11.07(C)(1) specifically provides that officers assigned to special assignments are not to be considered as field officers for minimum staffing purposes. The Department recently had difficulty fulfilling the minimum staffing requirements due to staffing shortages. In an effort to work with the Department and to decrease overtime costs, the EMPOA agreed to authorize the Department to utilize School Resource Officers, Community Relations Officers, Special Investigations Officers, Gang Enforcement Officers, and Traffic Officers to backfill dayshift patrol for minimum staffing purposes until December 31, 2020. A maximum of two (2) officers from units outside of patrol may be used in a 24-hour period for the purpose of minimum staffing. The use of Special Investigations Officers can be problematic due to obligations in assisting other agencies. Supervisors shall coordinate with the Special Investigations supervisor prior to using Special Investigations Officers for patrol minimum staffing.

This temporary suspension of Section 11.07(C)(1) is in no way intended, and shall in no way be construed to establish a precedent or past practice of the ability of the Department to temporarily reassign special assignments as field officers in this or any other matter, now or in the future.

SECTION 8. Section 11.07(I)(1) (Detective Assignments) of Article 11 is hereby amended in its entirety to state as follows:

1. When a vacancy occurs within any of the sixteen (16) Senior Police Detective/Investigator assignments in the detective division, it shall be offered to unit employees pursuant to a competitive selection process, which includes at a minimum, the submission of an interest memo and resume by the employee and an interview of the employee.
2. Additional Detective Positions - In the event the department adds additional Senior police Detective/Investigator positions, assignments to those positions shall be made pursuant to the competitive selection process outlined in 11.07(I)(1) above.
3. Once assigned to a permanent Senior Police Detective/Investigator assignment, a unit employee may be removed from that assignment only for disciplinary just cause or by virtue of promotion, retirement or voluntary relinquishment of the position. Once assigned to a rotational Senior Police Detective/Investigator assignment, a unit employee may be removed from that assignment prior to the completion of the three-year duration or any one-year extensions only for disciplinary just cause or by virtue of promotion, retirement or voluntary relinquishment of the position.

IN WITNESS THEREOF the Parties have caused the duly authorized representatives to execute this Agreement this 31<sup>ST</sup> day of MARCH, 2020.

CITY OF EL MONTE

EL MONTE POLICE OFFICERS' ASSOCIATION

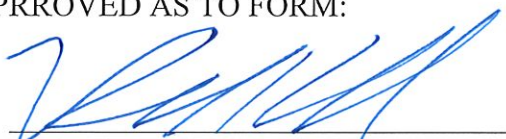
By:   
Alma Martinez, City Manager

By:   
Adam Girgle, President

Date: 3/31/2020

Date: 3-24-2020

APPROVED AS TO FORM:

By:   
Richard Padilla, Assistant City Attorney