

August 2020
Side Letter Agreement #4
Between the City of El Monte and the El Monte Police Officers' Association

This Side Letter #4 to the current January 1, 2018 - December 31, 2020 Memorandum of Understanding ("MOU") and Side Letters #1, #2, and #3 between the El Monte Police Officers' Association ("EMPOA") and the City of El Monte ("City") is made and entered into by and between the City and EMPOA this 6th day of August 2020. For purposes of this Side Letter #4, 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 temporarily modify minimum staffing requirements in the Patrol Division; and

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

WHEREAS, the Parties have agreed to modify the implementation of 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 current 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 #4 in achieving cost reductions to the City's General Fund; and

WHEREAS, except as expressly set forth in this Side Letter #4, the Parties have agreed that all other terms and conditions of the 2018-2020 MOU and Side Letters #1, #2, and #3 shall remain in full force and effect; and

WHEREAS, the terms of this Side Letter #4 were ratified by a majority vote of the members of the EMPOA on August 5, 2020; and

WHEREAS, the terms of this Side Letter #4 were approved and authorized by the El Monte City Council at its Adjourned Regular Meeting on July 29, 2020 as agenda item #4.3; and

WHEREAS, this Side Letter #4 shall be submitted to the El Monte City Council for ratification upon execution by both Parties.

NOW, THEREFORE, the Parties to agree as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Article 1 – (Term of Memorandum of Understanding) is hereby amended in its entirety to state as follows:

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

SECTION 3. Section 2.02 (Successor MOU) of Article 2 is hereby amended in its entirety to state as follows:

The parties agree to open negotiations for a successor MOU no later than July 1, 2023. Either party may request to open negotiations by delivering written notice to the other party no later than June 1, 2023.

SECTION 4. Effective August 1, 2020 through June 30, 2021, the Parties agree to modify the staffing provisions outlined in Section 11.07 of the MOU as follows:

A. Day Shift: Six (6) sworn full time police officers must be deployed in the field for every day shift.

1. If only six (6) officers are available Monday through Thursday, the desk shall be staffed by a light-duty officer, a cadet, a records technician, or other civilian staff. Officers will be called-in from the field for any matters requiring an officer's attention. Six (6) officers must be assigned to the field.
2. If only six (6) officers are available Friday through Sunday, the desk may be staffed by a light-duty officer, a cadet, a records technician, or may be closed at the discretion of the Watch Commander. Six (6) officers must be assigned to the field.

B. Swing Shift: Remove one officer minimum staffing position required Wednesday, Thursday, Friday, Saturday, and Sunday.

1. The current officer minimum staffing requirement for swing shift on Monday and Tuesday will remain due to its current low staffing requirement.

C. Night Shift: Remove one officer minimum staffing position required each day.

D. The table below illustrates the modifications outlined in subsections A through C above, and shall constitute the minimum staffing requirements for the period of August 1, 2020 through June 30, 2021:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Days	6 + S	6 + S	6 + S	6 + S	6 + S	6 + S	6 + S
Swings	2 + S	2 + S	3 + S	3 + S	5 + S	5 + S	3 + S
Graves	6 + S	6 + S	6 + S	6 + S	6 + S	6 + S	6 + S

S=Supervisor

- E. Patrol teams shall continue to be fully staffed above minimum staffing requirements in quarterly team sign-ups.
1. Fully staffing teams means utilizing all available patrol personnel to staff each of the seven teams.
 2. Fully staffing shall not increase or otherwise have any impact on the minimum staffing provisions outlined in subsections A through D above.
 3. The distribution of patrol personnel for team staffing is subject to the assignments made by the lieutenant in charge of patrol team staffing.

All other staffing provisions established in Section 11.07 of the MOU not modified by subsections A through E above, shall remain in full force and effect.

The temporary modifications to minimum staffing requirements provided herein shall expire on June 30, 2021, and shall have no force or effect on or after July 1, 2021.

SECTION 5. Implementation of the following provisions of Side Letter #2 shall be deferred by one (1) year as stated below:

- A. Section 4(D) of Side Letter #2 (4% Salary Adjustment – January 1, 2021) shall be deferred until January 1, 2022.
- B. Section 4(E) of Side Letter #2 (5% Salary Adjustment – January 1, 2022) shall be deferred until January 1, 2023.
- C. Section 10(1)(c) of Side Letter #2 (6% Employee Contribution to CalPERS) shall be deferred until January 1, 2022.
- D. Section 10(1)(d) of Side Letter #2 (9% Employee Contribution to CalPERS) shall be deferred until January 1, 2023.

SECTION 6. Implementation of the following provisions of Side Letter #3 shall be deferred by one (1) year as stated below:

- A. Section 3 of Side Letter #3 (Amended Longevity Pay) shall be deferred until January 1, 2022.
- B. Section 4 of Side Letter #3 (Amended Shooting Pay) shall be deferred until January 1, 2022.

SECTION 7. Section 6 of Side Letter #3, adding Section 5.04(U) (Education Pay) of Article 5 to the MOU, is hereby amended in its entirety to state as follows:

- A. 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.

- B. 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.
- C. 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.
- D. There shall be no Education Pay of any amount at any time prior to January 1, 2022.
- E. 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.
- F. 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 8. Effective January 1, 2021, Section 7.04 (Personal Leave) of Article 7 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 1st of each year.
- C. Requests to utilize Personal Leave must be approved in advance by the department head or their designee.
- 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 9. The Parties agree to meet and confer on or before April 30, 2021, to assess and discuss the effectiveness of this Side Letter #4 in achieving cost reductions to the City's General Fund. This provision shall not automatically reopen any provisions of the MOU or Side Letters #1, #2, #3, or #4. The provisions of the MOU and Side Letters #1, #2, #3, and #4 may only be reopened upon mutual agreement of both Parties.


IN WITNESS THEREOF the Parties have caused the duly authorized representatives to execute this Side Letter #4 as of the dates stated below.

CITY OF EL MONTE

By: 
Alma Martinez, City Manager

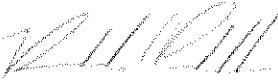
Date: 8/18/20

EL MONTE POLICE OFFICERS' ASSOCIATION

By: 
Adam Girgle, President

Date: 8.17.2020

APPROVED AS TO FORM:

By: 
Richard Padilla, Assistant City Attorney