

July 2022
Side Letter Agreement #3
Between the City of El Monte and the El Monte Police Mid-Managers' Association

This Side Letter #3 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”), is made and entered into by and between the City and PMMA this 20th day of July 2022. For purposes of this Side Letter #3, 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, on February 4, 2020, the Parties entered into a Side Letter #1 to the MOU, and on August 19, 2020, the Parties entered into a Side Letter #2 to the MOU. For purpose of this Side Letter # 3, Side Letter #1 and Side Letter #2 shall collectively be referred to as the “Side Letters”; and

WHEREAS, in the Side Letters, the Parties agreed to amend certain terms and conditions of the MOU; and

WHEREAS, after meeting and conferring in good faith, the Parties have agreed to restore the cost-of-living adjustments (“COLAs”) and employee pension contribution increases, which were deferred under Side Letter #2 in response to the COVID-19 pandemic; and

WHEREAS, as set forth in this Side Letter #3, the Parties have also agreed to additional modifications to the MOU, as amended by the Side Letters; and

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

WHEREAS, the terms of this Side Letter #3 were ratified by a majority vote of the members of the PMMA on July 20, 2022; and

WHEREAS, this Side Letter #3 was ratified by the El Monte City Council at its Regular Meeting on July 19, 2022 as agenda item #4.3; and

NOW, THEREFORE, the Parties to agree as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Restoration of Deferred Cost-of-Living Adjustments (COLAs)

Subsections A and B of Section II of Side Letter #2, deferring the COLA adjustments for unit employees in 2021 and 2022, are hereby repealed their entirety, and the following sections of Article Two (Salaries and Compensation) of the MOU, as amended by Section I of Side Letter #1, are hereby restored retroactively to the dates stated below:

- *Section 2(D) of Article Two:* 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.
- *Section 2(E) of Article Two:* 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 3. Increases to Longevity Pay

Retroactive to January 1, 2022, Section 4 (Longevity Pay) of Article Two (Salaries and Compensation) of the MOU is hereby amended in its entirety to state as follows:

Section 4 – Longevity Pay

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>Longevity Pay</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

SECTION 4. Continuation of Comp Time Bank for Watch Commander Shift Trades

Subsection D of Section 7 (Special Assignment Pay) of Article Two (Salaries and Compensation) of the MOU, as modified by Section IV of Side Letter #2, is hereby amended in its entirety to state as follows:

- D.** 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 shall bank ten (10) or twelve and one-half (12.5) hours of comp time, respectively.
 2. 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.

3. Unit employees shall be allowed to use any accrued available comp time at their discretion, subject to advanced approval by the Chief of Police.
4. 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.

SECTION 5. Increase to Shooting Pay

Retroactive to January 1, 2022, Section 13 (Shooting Pay) of Article Two (Salaries and Compensation) of the MOU is hereby amended in its entirety to state as follows:

Section 13 – Shooting Pay

A. Compensation

The City shall pay to each unit employee “Shooting Pay” of two hundred dollars (\$200) per month, paid in equal installments per pay period, provided:

1. The unit employee successfully qualified (duty weapon and shotgun) during each quarterly qualification period over the immediately preceding four quarters; and
2. The unit employee had no preventable accidental firearm discharges for one year prior to the date of the monthly issuance of the shooting pay.

B. Quarterly Qualification Exceptions

1. A unit employee who fails to qualify within any one or more of the quarterly qualification periods (as required by Department policy) shall be ineligible for “Shooting Pay” for the next calendar year.
2. 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 6. Establishment of Management Incentive Pay

Section 15 is hereby added to Article Two (Salaries and Compensation) of the MOU as stated below in its entirety:

Section 15 – Management Incentive Pay

- A. Effective the first full pay period following ratification and execution of this Side Letter #3 by the Parties, unit employees shall receive Management Incentive Pay at the rate of one thousand dollars (\$1,000) per month, paid in equal installments each pay period.
- B. The Parties agree that Management Incentive 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) – Incentive Pay.
- C. If an employee subject to the California Public Employees’ Pension Reform Act of 2013 (PEPRA) becomes a unit member, the Parties agree to meet and confer on possible alternative compensation for such unit member.

SECTION 7. Modification of Payment Schedule for Uniform Allowance

Section 3 (Uniform Allowance) of Article Three (Fringe Benefits) of the MOU is hereby amended in its entirety to state as follows:

Section 3 – Uniform Allowance

- A. A uniform allowance of one thousand, two hundred fifty dollars (\$1,250) per calendar year shall be paid to each unit employee who is required to maintain a uniform.
- B. The uniform allowance shall be paid in equal installments each pay period.
- C. The uniform allowance shall be used only for the purchase and cleaning of official uniforms.

SECTION 8.

Restoration of Deferred Increases to Employee Pension Contribution

Subsections C and D of Section II of Side Letter #2, deferring the increases to employee pension contributions, are hereby repealed their entirety, and the following provisions of Section 4 (Retirement) of Article Three (Fringe Benefits) of the MOU, as amended by Section II of Side Letter #1, are hereby restored retroactively to the dates stated below:

- *Section 4(B)(1)(d) of Article Three:* 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.
- *Section 4(B)(1)(e) of Article Three:* 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.

SECTION 9.

Elimination of Holidays and Related Pay

Effective the first full pay period following ratification and execution of this Side Letter #3 by both parties, Section 1 (Holidays) of Article Four (Leave Policies) of the MOU shall be repealed in its entirety, subject to the following conditions:

- A. Each unit employee's holiday bank shall be deducted the total number of hours corresponding to the holidays previously scheduled to occur between the date this Side Letter #3 is ratified and executed by the Parties and December 31, 2022. Unit employees will not be permitted to use said holiday hours and unit employees will not receive any cash payment for said holiday hours.

For Example: If this Side Letter #3 is ratified and executed by the Parties prior to September 5, 2022, each unit employee's holiday bank shall be deducted sixty (60) hours for the six (6) holidays (Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve) that would otherwise have occurred from September 5, 2022, through December 31, 2022.

- B. After deducting the holiday leave hours from each unit employee's holiday bank as provided in subsection B above, each unit employee shall receive a cash payment for all remaining time in his/her holiday bank at straight time on their then current base rate within thirty (30) days following

ratification and execution of this Side Letter #3 by the Parties.

SECTION 10. Elimination of Stand-Alone Personal Leave Bank and Increase to Amount of Sick Leave Permitted for Personal Business Use

Effective January 1, 2023, Section 4 (Personal Business Leave) of Article Four (Leave Policies) of the MOU, as amended by Section VII of Side Letter #2, will be amended in its entirety to state as follows:

Section 4 – Personal Business Leave

A. Use of Sick Leave for Personal Business

Unit employees may use up to eighty (80) hours of accrued sick leave for the purpose of conducting personal business that must be performed during normal business hours.

B. Advance Approval Required

Requests to use sick leave for personal business must be approved in advance by the Chief of Police.

SECTION 11. Increase to Administrative Leave (20 Additional Hours Per Year)

Subsection A of Section 5 (Administrative Leave) of Article Four (Leave Policies) of the MOU is hereby amended in its entirety to state as follows:

A. Eligibility

Each unit employee shall be eligible for one hundred (100) hours of administrative leave time each calendar year.

Effective the first full pay period following ratification and execution of this Side Letter #3 by the Parties, twenty (20) hours will be added to each unit employee's administrative leave bank for use in the 2022 calendar year.

SECTION 12. Personal Leave In Lieu of Furlough Reimbursement

Effective the first full pay period following ratification and execution of this Side Letter #3 by the Parties, unit employees who were subject to furloughs during the period of September 1, 2020, through June 30, 2021, shall receive additional personal leave time equivalent to the number of furlough hours taken during the furlough period, up to a maximum of fifty (50) hours ("Furlough Reimbursement Leave"), subject to the following terms and conditions:

- A. All requests to use Furlough Reimbursement Leave must be approved in advance by the unit employee's supervisor.

B. All Furlough Reimbursement Leave must be used by December 31, 2022.

C. Unit employees with Furlough Reimbursement Leave remaining as of January 1, 2023, shall receive a one-time cash payment for the unused Furlough Reimbursement Leave, up to a maximum of fifty (50) hours, paid at the unit employee's base pay rate in effect as of June 30, 2021. If a unit employee retires or separates from the City prior to January 1, 2023, any unused Furlough Reimbursement Leave shall be paid out in the employee's final paycheck.

SECTION 13. Essential Worker Premium Pay – American Rescue Plan Act (“ARPA”)

If the City provides unit employees in the El Monte Police Officers' Association (“EMPOA”) Essential Worker Premium Pay or a comparable and qualified alternative paid for with Coronavirus State and Local Fiscal Recovery Funds received by the City under the American Rescue Plan Act (“ARPA”) of 2021, the City agrees to provide the same benefit to unit employees in the PMMA, subject to all the same terms and conditions applicable to unit employees in the POA.


SECTION 14. Except as set forth herein, all terms and conditions of the MOU, as modified by the Side Letters, shall remain in full force and effect.

IN WITNESS THEREOF the Parties have caused the duly authorized representatives to execute this Side Letter #3 as of the dates stated below.

CITY OF EL MONTE

EL MONTE POLICE MID-MANAGERS' ASSOCIATION

By:


Alma Martinez, City Manager

By:


Peter Rasic, PMMA Representative

Date:


8/12/22

Date:

7/25/2022

APPROVED AS TO FORM:

By:


Richard Padilla, Assistant City Attorney