

September 2019
Side Letter Agreement #2
Between the City of El Monte and the El Monte Police Officers' Association

This Side Letter #2 to the current January 1, 2018 - December 31, 2020 Memorandum of Understanding (“MOU”) between the El Monte Police Officers’ Association (“EMPOA”) and the City of El Monte (“City”) dated July 9, 2018, is made and entered into this 1st day of September 2019 by and between the City and EMPOA. For purposes of this Side Letter #2, 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 extend the term of the MOU through December 31, 2022; and

WHEREAS, the City has agreed to certain salary adjustments for the extended term of the MOU on the express condition that EMPOA agrees to reductions in the percentage of the Employer Paid Member Contribution for Public Employees’ Retirement System benefits that is paid for by the City; and

WHEREAS, the Parties have also agreed to amend certain provisions of the MOU pertaining to other pay, probationary periods, salary step increases, and detective assignments; 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 MOU shall remain in full force and effect; and

WHEREAS, this Side Letter #2 shall be submitted to the El Monte City Council (“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, 2022.

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, 2022. Either party may request to open negotiations by delivering written notice to the other party no later than June 1, 2022.

SECTION 4. Section 5.02 (Salary Adjustments) of Article 5 is hereby amended in its entirety to state as follows:

A. Salary Adjustment – January 1, 2018

Effective January 1, 2018, unit employees in all classifications shall receive a three percent (3%) salary adjustment above their classification's then current assigned salary range. Any retroactive pay associated with the implementation of this salary adjustment shall be processed within 60 days following ratification of this MOU.

B. Salary Adjustment – January 1, 2019

Effective January 1, 2019, unit employees in all classifications shall receive an additional three percent (3%) salary adjustment above their classification's then current assigned salary range.

C. Salary Adjustment – January 1, 2020

Effective January 1, 2020, unit employees in all classifications shall receive an additional six percent (6%) salary adjustment above their classification's then current assigned salary range.

D. Salary Adjustment - January 1, 2021

Effective January 1, 2021, unit employees in all classifications shall receive an additional four percent (4 %) salary adjustment above their classification's then current assigned salary range.

E. Salary Adjustment - January 1, 2022

Effective January 1, 2022, unit employees in all classifications shall receive an additional five percent (5%) salary adjustment above their classification's then current assigned salary range.

SECTION 5. Section 5.04 is hereby renamed to Work Schedules, Overtime & Other Pay

SECTION 6. Section 5.04 (K) (Post Certificate Pay) of Article 5 is hereby amended in its entirety to state as follows:

1. Each unit employee who possesses the Peace Officer's Standards and Training (POST) Basic Certificate will receive an additional three percent (3%) above base salary.
2. Each unit employee who possesses an Intermediate POST Certificate will

receive ten and one-half percent (10 1/2%) above base salary.

3. Each unit employee who possesses the Advanced POST Certificate will receive sixteen percent (16%) above base salary.
4. Effective January 1, 2020, each unit employee who has held the rank of Sergeant for a minimum of two (2) years and possesses a POST Supervisory Certificate will receive \$300 per month in addition to the applicable percentage outlined in either subsections (2) or (3) above.
5. Implementation - The increases shall commence on the first day of the calendar month following the date that the employee meets the certification requirements and submits the appropriate paperwork/application.
6. The parties agree that POST Certificate 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 5.04 (O) (Field Training Officer Compensation) of Article 5 is hereby amended in its entirety to state as follows:

1. There are two types of Field Training Officers ("FTOs"): (1) Patrol Field Training Officers and (2) Detective Field Training Officers.
 - a. Patrol FTOs
 - i. Unit employees assigned as Patrol FTOs shall remain in that assignment for a minimum of three (3) years. Patrol FTO assignments may be extended beyond three (3) years at the discretion of the Police Chief.
 - ii. The minimum number of unit employees assigned as Patrol FTOs shall be six (6), unless increased by the Police Chief with the approval of the City Manager.
 - b. Detective FTOs
 - i. Unit employees assigned as Detective FTOs shall remain in that assignment for a minimum of one (1) year. Detective FTO assignments may be extended beyond one (1) year at the discretion of the Police Chief.
 - ii. The minimum number of unit employees assigned as Detective FTOs shall be two (2), unless increased by the Police Chief with the approval of the City Manager.

iii. Detective FTO assignments shall commence within ninety (90) days following ratification of this Side Letter.

2. Each unit employee assigned as an FTO shall be compensated four hundred dollars (\$400) per month. Compensation is not contingent upon whether the unit employee is currently assigned to train a new hire.
3. The parties agree that Field Training Officer Compensation is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

SECTION 8. Section 5.04 (S) (Shift Differential Pay) of Article 5 is hereby added as follows, effective January 1, 2020:

1. Unit employees regularly assigned to swing or graveyard shifts (shifts commencing between 2:30 p.m. and 10:00 p.m.), currently teams 1, 2, 5, and 7, shall be compensated two hundred dollars (\$200) per month as Shift Differential Pay.
2. Unit employees regularly assigned to cover shift, currently team 4, shall be compensated two hundred twenty-five dollars (\$225) per month as Shift Differential Pay.
3. The parties agree that Shift Differential 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).

SECTION 9. Section 5.04 (T) (Corporal Lead Worker Premium Pay) of Article 5 is hereby added as follows, effective January 1, 2020:

1. Corporals shall receive one hundred dollars (\$100) per month as Lead Worker Premium Pay, as their duties require them to prepare, coordinate, and conduct briefings of subordinate officers.
2. The parties agree that Lead Worker Premium 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)(4).

SECTION 10. Section 9.02 (D)(I) (Employer Paid Member Contribution ("EPMC")) of Article 9 is hereby amended in its entirety to state as follows:

1. The unit employee contribution for all classic employees is nine percent (9%) of base salary.
 - a. The City shall contribute this nine percent (9%) as the unit employee's contribution for deposit in the unit employee's PERS account.

- b. Effective January 1, 2020, all classic employees shall pay three percent (3%) of the CalPERS employee rate. This provision reduces the Employer Paid Member Contribution (EPMC) premiums paid by the City to six percent (6%). The City shall contribute this six percent (6%) as the unit employee's contribution for deposit in the unit employee's PERS account.
- c. Effective January 1, 2021, all classic employees shall pay an additional three percent (3%) of the CalPERS employee rate for a total of six percent (6%) as a pre-tax salary deduction. This provision reduces the Employer Paid Member Contribution (EPMC) premiums paid by the City to three percent (3%). The City shall contribute this three percent (3%) as the unit employee's contribution for deposit in the unit employee's PERS account.
- d. Effective January 1, 2022, all classic employees shall pay an additional three percent (3%) of the CalPERS employee rate for a total of nine percent (9%) as a pre-tax salary deduction. This provision will eliminate the Employer Paid Member Contribution (EPMC) premiums paid by the City.
- e. Benefit formula as a "Classic" member is "3% at 50" formula as adopted by the City based on the nine percent (9%) employee contribution rate. (G.C. 21362.2)

SECTION 11. Section 11.01 of Article 11 is hereby amended in its entirety to state as follows:

- A. The probationary period for new unit employees shall be twelve (12) months of continuous service.
- B. The probationary period for promotional appointments shall be six (6) months of continuous service.
- C. The probationary period for lateral appointments shall be six (6) months of continuous service.
- D. At the discretion of the Chief of Police, with the concurrence of the Human Resources/Risk Management Director and the approval of the City Manager, any probationary period may be extended up to a maximum of three (3) additional months, not including any periods of automatic extension due to unpaid leave.
 - 1. Written notification of the extension of any probationary period shall be provided to the employee prior to the expiration of the applicable probationary period.
 - 2. If, prior to the expiration of the applicable probationary period, the City fails to provide the employee written notification that the probationary

period has been extended, or that the employee has failed to pass probation, the probationary period shall be deemed successfully completed.

SECTION 12. Section 11.03 (Salary Steps) of Article 11 is hereby amended to add the following subsection:

B. Step Increases for Promotions

1. Unit employees who receive a promotion shall be placed at the lowest step within the higher classification that will accord such unit employee an increase of at least five percent (5%) over that employee's current step within the lower classification.
2. Initial Step Advancement - upon completion of the 6-month probationary period, the employee will advance to the next step in the prescribed salary range.
3. Annual Step Advancement – the end of the probationary period shall be the date utilized for annual step increases thereafter.
4. All step advancements shall require a performance rating of “meets standards” or better for the applicable review period.

SECTION 13. Section 11.07(I) (Detective Assignments) of Article 11 is hereby amended in its entirety to state as follows:

1. When a vacancy occurs within any of the twelve (12) senior detective 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 Permanent Detective Positions - In the event the department adds additional permanent detective 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 detective 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.

IN WITNESS THEREOF the Parties have caused the duly authorized representatives to execute this Side Letter #2 as of the day and year first appearing above.

CITY OF EL MONTE

By: 
Alma Martinez, City Manager

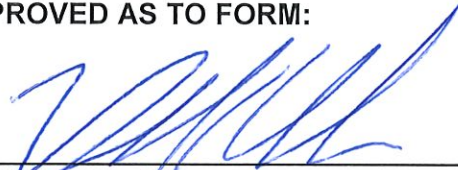
Date: 9/19/19

EL MONTE POLICE OFFICERS' ASSOCIATION

By: 
Jeff Girgle, EMPOA President

Date: 09/25/2019

APPROVED AS TO FORM:

By: 
Richard Padilla, Assistant City Attorney