

AUGUST 2018
SIDE LETTER AGREEMENT NO. 1
BETWEEN THE CITY OF EL MONTE
AND THE EL MONTE POLICE OFFICERS' ASSOCIATION

THIS AUGUST 2018 SIDE LETTER AGREEMENT NO. 1 ("Side Letter No. 1") is made and entered into this 1st day of August 2018 by and between the City of El Monte, a municipal corporation and general law city (hereinafter, "City") and the El Monte Police Officers' Association (hereinafter, "EMPOA"). For purposes of this Side Letter, the capitalized term "Parties" shall be a collective reference to both City and EMPOA and the capitalized term "Party" shall refer to either City or EMPOA interchangeably as reasonably appropriate given the context.

WHEREAS, the Parties are parties to that certain collective bargaining agreement entitled "El Monte Police Officers' Association Memorandum of Understanding" executed on July 9, 2018 (hereinafter, the "Master MOU") (A true and correct copy of the Master MOU is maintained as a public record of the City at the City's Human Resources Division); and

WHEREAS, Section 10.01(B) of the Master MOU – Medical Insurance Benefits for Employees Who Retired After July 1, 2000, provides, among other things, the terms of eligibility for such benefits, specifically those related to the number and type of years of service required under particular types of retirement; and

WHEREAS, the Parties wish to clarify what constitutes years of service under Section 10.01(B); and

WHEREAS, this Side Letter No. 1 shall be submitted to the El Monte City Council ("City Council") for ratification upon execution by both Parties.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. The foregoing Recitals are true and correct.

SECTION 2. Effective immediately, Section 10.01(B) of the Master MOU is hereby amended as follows:

1. A new Subsection 1 is added to read as follows:

"Years of Continuous Service" Defined: For purposes of this section, years of continuous service shall be defined as the total number of uninterrupted years worked as either a sworn police officer or a civilian employee of the City without separation or termination from employment with the City. Years of continuous service shall include any authorized leave, whether paid or unpaid, but it shall not include any service credit acquired through the

CalPERS sick leave conversion provision referenced in Section 10.01(D)(1)(b)(i) of this MOU.”

- 2. Existing subsections 1 through 10 are renumbered to subsections 2 through 11, respectively.

SECTION 3. In the event of any conflict or inconsistency between the provisions of this Side Letter No. 1 and the provisions of the Master MOU, the provisions of this Side Letter No. 1 shall govern and control, but only to the extent of the conflict or inconsistency and no further. This Side Letter No. 1, together with the Master MOU, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. .

SECTION 4. The respective signatories for the Parties warrant and represent that they are duly authorized by the governing bodies of their respective Party to execute this Side Letter No. 1 and to bind the same to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Side Letter No. 1 to be executed on the day and year first appearing above.

CITY OF EL MONTE

EL MONTE POLICE OFFICERS' ASSOCIATION

By: 
Alex Hamilton, City Manager

By: 
Adam Girgle, EMPOA President

Date: 8-13-18

Date: _____

APPROVED AS TO FORM:
By: 
Richard Padilla, Assistant City Attorney