Side Letter #1
2019 – 2022 MOU
between
City of El Monte
and
SEIU LOCAL 721
General Unit

This Side Letter #1 to the 2019-2022 Memorandum of Understanding ("MOU") between the General Unit represented by the Service Employees International Union, Local 721 ("SEIU" or "Union") and the City of El Monte ("City") dated October 17, 2019 is entered into by and between the City and SEIU.

Recitals

A. As set forth in Section 12.08A of this MOU, there is a Fairness Agreement which states:

If, during the term of this MOU, a tangible benefit or increase of economic value is provided to any other bargaining unit, the City agrees to present the same terms to SEIU for discussion.

On September 17, 2019, the City Council of El Monte approved a side letter for the Police Officers Association ("POA"). The side letter for the POA gave employees in the bargaining unit the following terms, effective January 1, 2020, which exceed the amounts given to employees in the General Unit:

- 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.... ”

- Unit employees regularly assigned to swing or graveyard shifts (shifts commencing between 2:30 p.m. and 10:00 p.m.)...shall be compensated two hundred dollars ($200) per month as Shift Differential pay.

- Unit employees regularly assigned to cover shift, shall be compensated two hundred twenty-five dollars ($225) per month as Shift Differential Pay.

- 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.

B. Subsection 4.05E(2) of the General Unit MOU currently provides fifty dollars ($50.00) monthly per P.O.S.T. certificate, for up to a maximum of two (2) P.O.S.T. certificates or one hundred dollars ($100.00) monthly.
C. Section 4.05J of the General Unit MOU currently provides shift differential pay of one hundred and seventy-five dollars ($175.00) per month to employees whose regular work shift starts between 12:00 p.m. (noon) and 5:00 a.m.

D. The General Unit MOU does not currently provide any Lead Worker Premium Pay.

E. The parties met and conferred on this issue. The City agrees to honor the terms of the Fairness Agreement provision.

Terms

A. Effective January 1, 2020, the parties hereto agree to amend Subsection 4.05E(2) of the 2019-2022 General Unit MOU as follows:

2. Peace Officer Standards and Training Certification

   a) Unit employees who possesses the following certificates, issued by the Peace Officer Standards and Training (P.O.S.T.), shall be eligible to receive fifty dollars ($50.00) monthly per P.O.S.T. certificate, for up to a maximum of two (2) P.O.S.T. certificates or one hundred dollars ($100.00) monthly:

      • Intermediate Public Safety Dispatcher
      • Advanced Public Safety Dispatcher

   b) In addition to the above, a unit employee who possesses one (1) of the following supervisory certificates, issued by P.O.S.T., shall be eligible to receive an additional three hundred dollars ($300.00) monthly:

      • Dispatch Supervisor
      • Records Supervisor

   c) Unit employees seeking compensations shall submit a copy of the P.O.S.T. certificate to the HR/RM Department for approval. A receipt shall be provided to the employee when the request is submitted. The approval process shall take no more than ten (10) calendar days and the employee shall receive the additional compensation effective the first payroll period following the HR/RM Director’s approval.

B. Effective January 1, 2020, the parties hereto agree to amend Section 4.05J of the 2019-2022 General Unit MOU as follows:

J. Shift Differential Pay

1. Compensation

   Unit employees who are assigned to work swing and graveyard shifts shall be paid two hundred dollars ($200.00) per month.
2. Eligibility

If a unit employee’s regular work shift starts between 12:00 p.m. (noon) and 5:00 a.m., that unit employee is entitled to receive shift differential pay.

3. Limitations

All other unit employees, whose regular work shifts start in hours outside of the hours listed above, are ineligible to receive shift differential pay.

C. Effective January 1, 2020, the parties hereto agree to add a new Section 4.05M to the 2019-2022 General Unit MOU as follows:

M. Senior/Lead Pay

1. Compensation

Unit employees who are assigned as a Senior or Lead shall receive one hundred dollars ($100.00) per month, as their duties require them to coordinate, assign and monitor the work of subordinates.

2. Eligibility

Only employees classified as a Senior or Lead, or assigned to perform such duties of a Senior or Lead, are eligible to receive this pay.

For City of El Monte:

Alma Martinez, City Manager

For SEIU Local 721:

Wendy Thomas, Chief Negotiator

Ed Rardin, Chapter President