

## **SIDE LETTER OF AGREEMENT #1**

**BETWEEN**

**CITY OF PICO RIVERA**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 721, PART-TIME EMPLOYEES UNIT**

This Side Letter of Agreement ("Agreement") between the City of Pico Rivera ("City") and the Service Employees International Union Local 721 Part-Time Employees Unit ("SEIU") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, the Parties are subject to a Memorandum of Understanding ("MOU") for the term of July 1, 2017 through June 30, 2020;

**WHEREAS**, the novel coronavirus (COVID-19) has been declared a global health emergency and pandemic by the World Health Organization.

**WHEREAS**, the novel coronavirus (COVID-19) pandemic has been declared a State of Emergency by the Federal Government, the State of California, and the County of Los Angeles;

**WHEREAS**, the Public Health Officer for the County of Los Angeles has ordered the adoption of social distancing protocols that affect City operations, including the level of work available and the financial capacity of the City to provide services;

**WHEREAS**, non-essential represented part-time employees have been placed on an indefinite leave of absence without pay during which non-essential employees will not be able to perform any service for the City and will receive no wages;

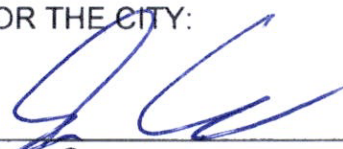
**WHEREAS**, the parties have met and conferred in good faith and have reached an agreement to amend the Parties' MOU to address issues related to the placement of non-essential represented part-time employees on an indefinite leave of absence.

**NOW THEREFORE**, the Parties agree as follows:

1. Effective after City Council approval and retroactive to May 1, 2020 the City and SEIU agree to amend the Memorandum of Understanding as follows:
  - a. Article 10 "Annual Leave"- Employees on an indefinite leave of absence without pay will have use of their annual leave banks and annual leave accrual suspended until such time they return to work. Employees shall have their full annual leave bank activated upon returning to work.

- b. Article 11 "Bereavement Leave"- Employees on an indefinite leave of absence without pay will have their use bereavement leave suspended until such time they return to work. Employees shall have their full bereavement leave bank activated upon returning to work.
- c. Article 14 "Sick Leave"- Employees on an indefinite leave of absence without pay will have their use of sick leave banks and sick leave accrual suspended until such time they return to work. Employees shall have their full sick leave bank activated upon returning to work.
- d. Article 16 "Longevity Bonus"- Employees on an indefinite leave of absence without pay will have longevity bonuses suspended until such time they return to work. Employees will receive the full amount of their longevity bonus when they return to work. The longevity bonus will be paid on the first full pay period an employee returns to work after July 1, 2020. Any employee that is separated from employment, voluntarily or involuntarily, prior to returning to work shall not be entitled to receive any longevity bonus that has been suspended under this provision.

FOR THE CITY:

  
\_\_\_\_\_  
Steve Carmona  
City Manager

  
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Gustavo V. Camacho, Mayor

FOR THE UNION:

  
\_\_\_\_\_  
James Fagen  
SEIU Local 721 Negotiator