

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF SOUTH GATE AND
THE SOUTH GATE PROFESSIONAL MID-MANAGEMENT ASSOCIATION
REGARDING BILINGUAL PAY PURSUANT TO
CALIFORNIA GOVERNMENT CODE SECTION 3505.1**

WHEREAS, California Government Code § 3505 requires the governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employees organizations and shall consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of a policy or course of action;

WHEREAS, California Government Code § 3505 further provides that “meet and confer in good faith” means that the a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on mattes within the scope of representation;

WHEREAS, California Government Code § 3505.1 provides that if a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written Memorandum of Understanding (“MOU”);

WHEREAS, the terms reached in this Side Letter Agreement (“Agreement”) shall be incorporated without change or alteration in the first MOU reached between the City of South Gate and the South Gate Professional Mid-Management Association (“PMMA”) following the date this agreement was ratified by City Council and signed by all parties;

WHEREAS, the City and PMMA previously entered into a MOU on February 2, 2023 for the term of July 1, 2021 to June 30, 2024, Contract No. 2023-38-CC, and which set forth the wages, hours, and other terms and conditions of employment for employees represented by PMMA;

WHEREAS, the City and PMMA recognize the need to fairly compensate employees who provide simultaneous translation services for City Council Meetings, Commission Meetings, and other City Manager approved meetings and to provide an incentive to attract the greatest number of qualified employees to provide these services, which are performed often afterhours or on weekend days;

WHEREAS, the City’s Representatives and PMMA’s Representatives have successfully met and conferred in good faith to negotiate this Agreement, pursuant to both the Meyers-Milias-Brown Act (“MMBA”) (California Government Code §§ 3500-3511), and Resolution No. 4508, and have jointly prepared and executed this Agreement, which updates the “Tier III” to the Bilingual Pay incentive by providing for overtime at twice the hourly rate for overtime eligible employees who translate simultaneously a certain specified City meetings;

WHEREAS, the Parties seek to have this Agreement memorialize their understanding regarding the terms of the bilingual pay; and

WHEREAS, this Agreement shall not become effective until ratified by PMMA and accepted, approved, and adopted by the City of South Gate City Council per California Government Code § 3505.1.

NOW, THEREFORE, and in consideration for the promises, waivers and releases contained herein, the Parties agree to modify the terms of the MOU, Article II (Salary & Allowances), Section 9 (Bilingual Pay) as follows:

TERMS

SECTION 9 BILINGUAL PAY

Employees who are assigned to a job classification that has been designated by the City as a bilingual preferred position with public contact (i.e., verbal and/or written translations of English to Spanish or Spanish to English) shall receive additional compensation based on the employee’s ability to pass the following bilingual exams:

- Tier I - Proficient verbal bilingual skill: \$75.00 per month.*
- Tier II - Proficient verbal, reading, and writing bilingual skills: \$100.00 per month.*
- Tier III - Excellent verbal, reading, and writing bilingual skills and required act as a translator in meetings: \$175.00 per month.*

Simultaneous Translators: Any Tier III certified Bilingual Pay recipient may be considered to serve as a Simultaneous Translator at City Council meetings, Planning Commission meetings, Parks & Recreation Commission meetings, or any other public meeting pre-approved by the City Manager and shall be paid overtime at two times the overtime-eligible employee’s normal, hourly rate for overtime hours worked while performing simultaneous translation. In order to qualify to serve as a Simultaneous Translator, an employee must pass a simultaneous translation test administrated by the Human Resources Department. Once certified, the employee will be placed on a list of eligible employees who

may be called to serve in the capacity of a Simultaneous Translator at one of the above-designated meetings. Except for "City Manager Designated Translators," as described below, there is no requirement that certified Simultaneous Translators must work overtime; however, if a certified employee declines to serve as a Simultaneous Translator on more than three occasions during a 12-month period for the meeting for which he/she is certified, the employee shall be decertified as a Simultaneous Translator for that designated meeting.

"City Manager Designated Translator": At the City Manager's discretion, he/she may designate no more than three certified Simultaneous Translators citywide to serve as the designated translator for each of the following meetings: City Council; Planning Commission; and Parks & Recreation Commission. An employee accepting the position of City Manager Designated Translator shall be paid \$50 per month for his/her translation services in addition to the \$175.00 per month he/she receives as a Tier III Bilingual Pay recipient for a total of \$225.00 per month. As a City Manager Designated Translator, the employee is required to translate for all meetings for which he/she is designated (e.g., if the employee is the City Manager Designated Translator for City Council meetings, that employee shall serve as the Simultaneous Translator for those meetings unless his/her absence is excused for reasons including, but not limited to vacation and/or sickness). A City Manager Designated Translator serves at the discretion of the City Manager and may be removed from the designated position at any time, without any reason, and the City Manager's decision to remove an employee from this designated position is final and not subject to grievance. An employee who no longer wishes to serve as the Designated Translator, must provide at least 30 days' notice to the City Manager before voluntarily vacating the position.

FLSA exempt employees are eligible for the increased monthly amount (\$225.00/month) if selected to serve as a City Manager Designated Translator; however, FLSA exempt employees are not eligible for overtime.

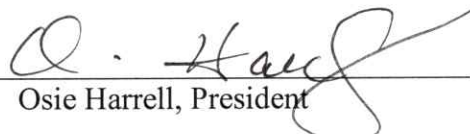
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

**SOUTH GATE PROFESSIONAL
MID-MANAGEMENT ASSOCIATION:**

By: 
Gil Hurtado, Mayor

By: 
Osie Harrell, President

Dated: 06/27/2024

Dated: 6-17-24

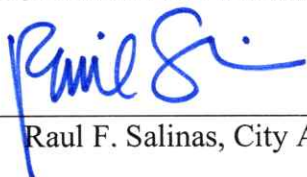
By: 
Johanna Monterroza, Vice-President

Dated: 6.17.24

ATTESTED:

By: 
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney