

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

This Side Letter of Agreement (“Agreement”) is made and entered into on August 12, 2021, by and between the City of South Gate, a municipal corporation (“City”), and the South Gate Professional Mid-Management Association, an employee organization (the “Association” or “SGPMMA”). City and Association/SGPMMA are sometimes hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the City has recognized and continues to recognize the Association as the duly recognized employee organization for its members employed by the City in an employee unit as defined in Section 8.2.4 of the City’s Employer-Employee Relations Resolution (“Resolution No. 4508”) of the City Council as, “All Professional and Mid-Management employees in the Administration, Community Development, Finance, Parks & Recreation, Police and Public Works Departments, defined as management employees assigned to the ‘600’ Series salary range” and Play Plan G;

**WHEREAS**, the City and Association previously entered into a Memorandum of Understanding dated February 23, 2015, for the period July 1, 2014 through June 30, 2015 (“SGPMMA MOU 2014-2015”), which set forth the wages, hours and other terms and conditions of employment for employees represented by the Association;

**WHEREAS**, on December 12, 2017, the City and Association entered into an Amended and Restated Tentative Agreement for a Successor Memorandum of Understanding (“ARTA”) which provided that all terms and conditions of the SGPMMA MOU 2014-2015, including any amendments thereto, shall be maintained unless expressly modified or changed by the ARTA or until the successor 2017-2020 MOU is accepted, approved, and adopted by the City Council;

**WHEREAS**, as a result of the novel coronavirus (COVID-19) pandemic, the City allowed the Association represented employees to exceed certain paid leave caps established by the SGPMMA MOU 2014-2015 and subsequent labor contracts between the Parties;

**WHEREAS**, the City’s Representatives and the Association have successfully met and conferred in good faith to negotiate this Agreement, pursuant to both the Meyers-Miliias-Brown Act (“MMBA”) (Government Code Sections 3500-3511) and Resolution No. 4508 and have jointly prepared and executed this Agreement;

**WHEREAS**, the Parties seek to have this Agreement memorialize their understanding regarding the equitable restoration of paid leave caps as set forth herein; and

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

**NOW, THEREFORE**, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

### TERMS

1. All of the recitals listed above are material provisions of this Agreement and are deemed true and correct by the Parties and incorporated herein by this reference.
2. If any employee has an accrued Vacation balance exceeding the three hundred (300) hours cap as of June 30, 2021, they will continue to accrue Vacation hours at their regular rate. Employees may use accrued unused vacation time to reduce the amount accrued to below three hundred (300) hours by October 31, 2021.
3. Any amount of accrued unused vacation time above three hundred (300) hours after October 31, 2021 shall be cashed out at the employee's regular rate of pay. The amount of cash or scheduled time off should be sufficient to reduce the employee's vacation hours so that they may continue to accrue vacation hours up to a maximum of 80 hours below the cap
4. Compensatory time off shall be accrued at time and one-half (1.5) the number of overtime hours worked and may be accrued to a maximum of one hundred and sixty (160) hours. Any CTO balance will be automatically cashed out in the last pay period of June each year.
5. Employees received their allotment of Holiday Hours for fiscal year 2021-2022. If any employee had an accrued balance of Holiday Hours as of June 30, 2021, the balance will be allowed to be carried over into FY 2021-2022 one time only. Employee will have to option to cash out any the carried over balance or to schedule the time off by October 31, 2021. All accrued unused holiday leave carried over from fiscal year 2020-2021 that is not used by October 31, 2021 shall be cashed out at the employee's regular rate of pay. As of July 1, 2022, any unused holiday leave from fiscal year 2021-2022 shall be returned to zero consistent with prior years, so that on July 1st the new bank of 120 hours will be added with no carryover.
6. If any employee has accrued Administrative Leave exceeding the one hundred (100) hours cap as of June 30, 2021, they will continue to accrue Administrative Leave. Such employees will have the option to cash out any excess balance or schedule the time off before October 31, 2021. The amount of cash or scheduled time off should be sufficient to reduce their Administrative Leave hours balance so that they may continue to accrue Administrative Leave. If the employee elects to schedule the time off but they do not actually utilize the time before October 31, 2021, the carried over balance will automatically be paid to the employee.

7. The excess balances for any of these leave provisions will be valued at the employee's rate of pay as of June 30, 2021.
8. Employees who wish to schedule time off to use any excess balance but cannot be accommodated due to operational reasons may request an extension of time. Such request will be considered on a case-by-case basis.
9. This Side Letter Agreement supersedes any prior agreements between the City and the Association relative to the subject matter hereof.
10. This Side Letter Agreement is of no force or effect unless and until ratified by the Association and accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.

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:   
Al Rios, Mayor

By:   
Osie Harrell, President

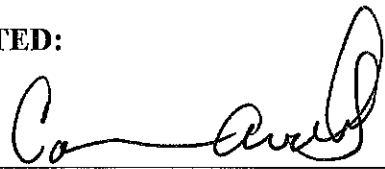
Dated: 08-30-21

Dated: 8/24/2021

By:   
Johanna Monterroza, Vice-President

Dated: 8/24/2021

**ATTESTED:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney