

**LETTER OF AGREEMENT
BETWEEN THE COMMERCE CITY EMPLOYEES ASSOCIATION
AND THE CITY OF COMMERCE
RE: COVID-19 PANDEMIC ECONOMIC EMERGENCY**

WHEREAS, the City of Commerce Employees Association ("CCEA"), representing full-time and part-time employees and the City of Commerce ("City") (collectively "the Parties"), have met and conferred regarding the impact of the COVID-19 pandemic on the City's economic condition and loss of revenue; and

WHEREAS, the City Council passed a resolution on March 16, 2020 declaring a local state of emergency and passed a resolution on March 25, 2020 declaring an economic emergency related to the COVID-19 pandemic;

THEREFORE, the CCEA and the City agree as follows:

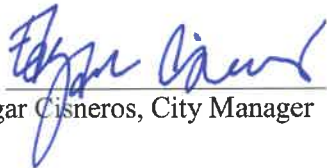
1. Effective April 13, 2020, non-essential part-time employees, as identified by the City, will be subject to a complete furlough resulting in a reduction of 100% of total hours for those employees.
2. These impacted non-essential part-time employees will return to work on May 31, 2020 subject to the following limitations:
 - a. The City will aim to return employees to the same classification performing the same work the impacted employee has been performing. However, the City may assign employees different duties based on the employees qualifications and City's operational needs.
 - b. The City will aim to assign these impacted employees the same average amount of hours they worked prior to April 13, 2020. The average will be calculated based on a six month review of the hours they worked to determine a one-week average.
 - c. The employee is available and willing to work for the hours and capacity that the City offers.
 - d. The Parties may mutually agree to modify the date of return to work.
3. Effective April 6, 2020, Full-time employees and essential Part-Time employees, as identified by the City and who are not impacted by the 100% furlough provided under #1 above, will have a salary reduction equal to the four percent (4%) General Wage Increase that was effective on July 1, 2019. This salary reduction shall take effect on April 6, 2020 and will remain in effect until August 31, 2020.
4. The City shall postpone the scheduled July 1, 2020 three percent (3%) General Wage Increase for CCEA employees to August 31, 2020. When implemented, the General Wage Increase will be retroactive to July 1, 2020, unless Parties mutually agree otherwise.
5. Nothing in this Letter of Agreement shall prohibit the parties from convening and mutually agreeing on future modifications or nullifying this letter of agreement prior to August 31, 2020 based upon further changes to economic conditions.
6. The Sick Leave Buyback Program is deferred until January 2021 with no changes to eligibility.
7. Merit increases shall be deferred to August 31, 2020 with retroactivity to normal eligibility date.
8. The Tool Allowance shall be suspended for the remainder of the calendar year.
9. The Notary Public Stipend shall be suspended until City Hall reopens to the public.
10. Until December 31, 2020 and based upon the needs of the City and sole discretion of the City Manager, an unpaid personal leave of absence for up to thirty (30) calendar days may be granted for essential part-time or full time employees. The employee may use their accrued leave but would not be required to use their time off accruals prior to the leave. Employee must maintain employee portion health benefit premiums.
11. New tuition reimbursement approvals shall be suspended for the calendar year.
 - a. Employees who have already received approval for currently-enrolled classes will still remain eligible until completion of the current term.

- b. An employee may appeal the decision to deny tuition reimbursement if he or she can establish hardship or extenuating circumstances. Such appeal must be made within ten business days of the decision to deny the reimbursement request and shall be made to the Human Resources Director, whose decision shall be final and binding.
12. This Letter of Agreement (LOA) does not constitute a waiver of either parties' rights under the Meyers Milius Brown Act or regarding negotiations for a successor Memorandum of Understanding (MOU).

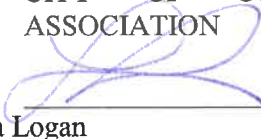
IT IS SO AGREED.

FOR: CITY OF COMMERCE

CITY OF COMMERCE EMPLOYEES
ASSOCIATION


Edgar Cisneros, City Manager

Date: 4 / 9 / 20


Laura Logan

Date: 4 / 9 / 2020