

**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 units 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. This Letter of Agreement includes the adoption of what is informally known as “Scenario D” in lieu of the City’s pursuit of “Scenario A” at this juncture. It is understood however, that the City is not waiving its rights to implement any of the elements that were components of “Scenario A” in the future should circumstances such as City finances or the City’s operation needs require such.
2. The Letter of Agreement supersedes the Letter of Agreements fully executed on April 9, 2020, May 21, 2020 and June 23, 2020 between the Commerce City Employees Association and the City of Commerce regarding economic adjustments necessitated by the COVID-19 Pandemic Economic Emergency.
3. 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.
4. These impacted non-essential part-time employees will return to work on January 11, 2021 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, schedule and capacity that the City offers.
 - d. The Parties may mutually agree to modify the date of return to work.
 - e. The Parties understand that all furloughed employees will likely not return to work on January 11, 2020. It is the City’s intention to notify those employees that will not be returning in January no later than December 2020 after consulting with CCEA.
5. The City shall provide Full Time and Mid-Management CCEA employees a payment of 3% of the straight time earnings that the employee worked and earned (excluding overtime time) during the period of July 1, 2020 through September 6, 2020.
6. Effective September 7, 2020, Full-time employees will receive a General Wage Increase of seven percent (7%) which represents the 4% Increase assigned on July 1, 2019 and the 3% Increase that was scheduled to be assigned on July 1, 2020.
7. Essential Part-Time employees, as identified by the City and Part-Time employees who have returned to work since May 27, 2020, who are not impacted by the 100% furlough provided under #1 above, shall continue to have a salary reduction equal to the four percent (4%) General Wage Increase that was effective on July 1, 2019.

8. The City shall postpone the scheduled July 1, 2020 three percent (3%) General Wage Increase for Part Time employees to September 7, 2020. When implemented, the General Wage Increase will be retroactive to July 1, 2020, unless Parties mutually agree otherwise.
9. Effective September 7, 2020, Full Time Employees after receiving their 7% General Wage Increase as described in #5 above, will contribute an additional 14% towards the City's cost towards the Public Employees Retirement System (PERS) Retirement Benefit.
10. Nothing in this Letter of Agreement shall prohibit the parties from convening and mutually agreeing on future modifications based upon further changes to economic conditions.
11. The Sick Leave Buyback Program shall continue to be deferred until January 2021 with no changes to eligibility.
12. Merit Step increases shall continue to be deferred to August 31, 2020 with retroactivity to normal eligibility date.
13. Effective August 5, 2020, the Tool Allowance shall be reinstated.
14. The Notary Public Stipend shall be reinstated once notary services are provided to the general public.
15. 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.
16. Effective July 1, 2020, the City's Tuition Reimbursement Program for Full Time and Part Time Employees shall be suspended.
17. "ARTICLE XIV - TERM" in the Memorandum of Understanding between the City of Commerce and the City of Commerce Employees Association/AFSCME Local 773, AFSCME council 36 for Mid-Management and Non-Management Full Time Employees shall be modified as such:
 - "A. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2018, and shall remain in full force and effect up to and including midnight, the 30th day of June 30, 2023 or until the next Memorandum of Understanding becomes effective.
 - B. This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.

The City and the Association agree to submit proposals for any changes related to wages, benefits and/or other terms of and conditions of employment affecting this Memorandum of Understanding by January 2023. The City and Association shall review the terms of this understanding, and meet and confer on any proposed changes to this Memorandum of Understanding beginning February 2023.

18. "ARTICLE I- TERM" in the Memorandum of Understanding between the City of Commerce and the City of Commerce Employees Association/AFSCME Local 773, AFSCME council 36 for Part Time Employees shall be modified as such:
 - A. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2018, and shall remain in full force and effect up to and including midnight, the 30th day of June 30, 2023 or until the next Memorandum of Understanding becomes effective.
 - B. This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.

The City and the Association agree to submit proposals for any changes related to wages, benefits and/or other terms of and conditions of employment affecting this Memorandum of Understanding by January 2023. The City and Association shall review the terms of this understanding, and meet

and confer on any proposed changes to this Memorandum of Understanding beginning February 2023.

19. This Letter of Agreement (LOA) does not constitute a waiver of either parties' rights under the Meyers Miliias 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

_____ Date: ___/___/___
Edgar Cisneros, City Manager

_____ Date: ___/___/___
Laura Logan

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