

CITY/GEA Memorandum of Understanding Amended Side Letter of Understanding

The City of Pacific Grove (City) and General Employees Association (GEA) agree to modify their Memorandum of Understanding (MOU), effective January 1, 2020 – June 30, 2023, in accord with this Side Letter of Understanding.

Due to the [State of California Executive Orders](#) to proclaim California in a State of Emergency resulting from COVID-19, and the [County of Monterey Shelter in Place Orders, several of the City](#) programs have been temporarily suspended. On March 13, 2020, the City Manager proclaimed a local emergency based on conditions of extreme peril to the safety of persons and property within the City. These events have left the City in an economically precarious position.

The terms of this Amended Side Letter of Understanding shall take effect on June 28, 2020 and expire on June 30, 2021. During the duration of this Amended Side Letter of Understanding, the City and GEA shall meet and confer by the end of each quarter of FY 2020-2021 to determine if, based on the City's financial position, some or all of the provisions stated herein can be rescinded and employee pay and benefits can be restored in whole or in part per the MOU.

Accordingly, the City and GEA agree as follows:

- Effective May 10, 2020, the City will furlough the following positions by reducing the scheduled hours to zero in the Library and Recreation Department Programs: Administrative Assistant, Office Assistant, and Library Technician.
- The City will reinstate the furloughed employees in those designated positions as soon as economically feasible at the same pay rate as existed on May 10, 2020 and will not replace the designated employees with a third-party contractor, or a temporary or seasonal employee.

The City will furlough all other GEA employees to a 10% reduction in the work week, with a commensurate pay reduction. Every other Friday shall be designated as the furlough day where feasible. At the end of each quarter of the 2020-2021 fiscal year, the City Manager, in their sole discretion and based upon the City's financial condition, shall determine the feasibility of the 10% furlough, and may modify the furlough percentage up to and including 20% for the following quarter. The City shall provide GEA with 14 days' advance notice of any percentage modification.

- GEA will be entitled to any modification to the furlough received by other employee associations.
- Article 6.4, Paid Time Off (PTO), shall be modified as follows:
 - Paragraph C, PTO Accumulation – PTO shall not be accrued anytime the employee's balance exceeds 450 hours for Legacy Employees and 400 hours for New Employees; and

- Paragraph E, PTO/Vacation Buy Back Program – the Buy Back Program shall be suspended.

This Amended Side Letter of Understanding supersedes and cancels the prior Side Letter of Understanding dated April 27, 2020.

IN WITNESS WHEREOF, the Undersigned set their hands this 28th day of May 2020.

GENERAL EMPLOYEES' ASSOCIATION

By: *Ryan Heron* Jun 10, 2020
Ryan Heron (Jun 10, 2020 10:35 PDT) _____
Date
Ryan Heron
GEA Chief Negotiator

By: *John Goss* Jun 10, 2020
John Goss (Jun 11, 2020 10:29 PDT) _____
Date
John Goss
GEA Negotiator

CITY OF PACIFIC GROVE

By: *Ben Harvey* Jun 11, 2020
Ben Harvey (Jun 11, 2020 10:37 PDT) _____
Date
Ben Harvey
City Manager