

**CITY/MEA Memorandum of Understanding  
Amended Side Letter of Understanding**

The City of Pacific Grove (City) and Management Employees Association (MEA) 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 MEA 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2020-2021 to determine if, based on the City's financial position, some or all of the provisions stated herein can be rescinded and employee pay and benefits can be restored in whole or in part per the MOU.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 MEA agree as follows:

- The City will furlough all MEA 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 MEA with 14 days' advance notice of any percentage modification.
- MEA will be entitled to any modification to the furlough received by other employee associations.
- Article 6.5, Paid Time Off (PTO), shall be modified as follows:
  - Paragraph C, PTO Accumulation – PTO shall not be accrued anytime the employee's balance exceeds 500 hours for Legacy Employees and 420 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 May 4, 2020.

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

**MANAGEMENT EMPLOYEES' ASSOCIATION**

By: DocuSigned by:  
Caleb Schneider  
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Caleb Schneider  
MEA Chief Negotiator

6/4/2020  
Date

By: DocuSigned by:  
Jennifer Pope  
B7AC9D741CEF4B7...  
Jennifer Pope  
MEA Negotiator

6/4/2020  
Date

**CITY OF PACIFIC GROVE**

By: DocuSigned by:  
Ben Harvey  
903326508B0F4CA...  
Ben Harvey  
City Manager

6/4/2020  
Date