

**AMENDMENT NO. 1 TO CONTRACT NO. 3085 -  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOUTH GATE AND  
THE SOUTH GATE PROFESSIONAL AND MID-MANAGEMENT ASSOCIATION**

This Amendment No. 1 to the 2014-15 Memorandum of Understanding ("Amendment") is dated February 9, 2016, by and between the City of South Gate and the South Gate Professional and Mid-Management Association.

**RECITALS**

- A. The City of South Gate ("City") has and continues to recognize the South Gate Professional and Mid-Management Association, ("the Association" or "PMMA"), represented by the Service Employees International Union Local 721, ("Union"), as the duly recognized employee organization for its members employed by the City of South Gate in an employee group defined by Resolution No. 4508 (Employer-Employee Relations Resolution) (8.2.4) of the City Council of South Gate 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 Pay Plan G.
- B. The City and PMMA previously entered into a Memorandum of Understanding ("MOU"), dated January 13, 2015, for the period July 1, 2014 through June 30, 2015, which set forth the wages, hours and other conditions of employment for employees in the South Gate Professional and Mid-Management Association, represented by the Service Employees International Union Local 721 ("Union").
- C. The most current MOU between the City and the PMMA expired on June 30, 2015.
- D. The City's Representatives and the Union have successfully met and conferred in good faith to negotiate this Amendment to the current MOU pursuant to both the Meyers-Milias-Brown Act ("MMBA") (Government Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution ("Resolution No. 4508"), and have jointly prepared and executed this Amendment.
- E. The City and the Union desire to amend the current MOU as provided herein.

# AGREEMENT

## ARTICLE I

### GENERAL PROVISIONS

*This Section 1 replaces and supersedes Section 1 of the 2014-15 MOU:*

#### SECTION 1 RECOGNITION

The parties have met and conferred regarding an extension to the existing Memorandum of Understanding ("MOU") and this amendment reflects the agreed-upon modified terms of, and additional new terms to, the existing MOU. All terms and conditions of the existing MOU shall continue unless expressly modified herein. This Amendment No. 1 to the 2014-15 MOU, made this 9<sup>th</sup> day of February 2016, is entered into with reference to the following facts:

#### **WITNESSETH:**

**WHEREAS**, the South Gate Professional and Mid-Management Association, hereinafter called the "Association" represented by the Service Employees International Union, Local 721, hereinafter called the "Union", is the duly recognized employee organization for its members employed by the City of South Gate (hereinafter called the "City") in an employee group defined by Resolution No. 4508 (Employer- Employee Relations Resolution) (8.2.4) of the City Council of South Gate 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 Pay Plan G and;

**WHEREAS**, the Association and the City's Representatives have met and conferred in good faith regarding wages, hours and other conditions of employment for the employees represented by the Union and have reached an understanding as to certain recommendations to be made to the City Council of South Gate;

**NOW, THEREFORE**, the City's Representatives and the Association represented by the Union hereby agree as follows:

*This Section 4 replaces and supersedes Section 4 of the 2014-15 MOU:*

**SECTION 4 DURATION**

This Agreement shall be effective from July 1, 2014 through and including June 30, 2017. This Agreement and the Amendment No. 1 to this Agreement shall become effective only after adoption by the City Council of the City of South Gate following ratification by the members of the Union.

*This Section 21 is hereby added to the 2014-15 MOU and becomes effective upon City Council adoption of this Amendment No. 1 to the 2014-15 MOU:*

**SECTION 21 DRINKING WATER**

The City shall provide, at its cost, filtered water dispensing units, supplied and serviced by a third-party vendor, placed in locations that are reasonably accessible to all employees within or adjacent to their respective departments.

**ARTICLE II**

**SALARY & ALLOWANCES**

*This Section 2 replaces and supersedes Section 2 of the 2014-15 MOU:*

**SECTION 2 WAGES**

2014-15: The City and the Union agree there will be no wage increases during this fiscal year.

2015-16: Effective February 7, 2016, the base salary for each position covered by this MOU will be increased by 3.9%.

2016-17: Effective June 26, 2016, the base salary for each position covered by this MOU will be increased by 3.9%.

*This Section 9 is hereby added to the 2014-15 MOU and becomes effective upon City Council adoption of this Amendment No. 1 to the 2014-15 MOU:*

**SECTION 9 TECHNOLOGY ALLOWANCE**

If approved by the Department Director, those employees that use their personal technology device for City business will be compensated \$100.00 per month as reimbursement for such use. Such reimbursement shall be taxable as compensation.

**ARTICLE III**

**FRINGE BENEFITS**

**SECTION 1 MEDICAL & DENTAL INSURANCE**

*This Subsection B replaces and supersedes Subsection B of the 2014-15 MOU:*

**B. DENTAL INSURANCE**

Effective February 9, 2016, and until the 2017/18 contract is approved, the City will:

- a. Pay the maximum amount equivalent to the Delta Dental HMO plan family coverage rate. Employees who select more expensive plans (PPO's), will be responsible for any difference in premiums.
- b. Cover the increase in cost of switching from Dental Health Services PPO and EPO plans to the equivalent Delta Dental PPO plan.
- c. Provide an amount equal to the Delta Dental HMO plan family coverage rate per month in deferred compensation to those employees who opt out of the City's dental insurance. Employees must show proof of alternate dental insurance coverage on a yearly basis in order to receive the payment provided herein.

*This Appendix B is hereby added to the 2014-15 MOU and becomes effective upon City Council adoption of this Amendment No. 1 to the 2014-15 MOU:*

**APPENDIX B  
Salary Pay Table**

**Pay Plan Category G - Classified Professional Mid-Management Employees**

Salary Effective 02-07-2016

(3.90% Salary Increase)

		Step A	Step B	Step C	Step D	Step E
601	ADMINISTRATIVE ASSISTANT	4,170	4,379	4,598	4,828	5,069
601	ASSISTANT PLANNER	4,170	4,379	4,598	4,828	5,069
601	MANAGEMENT ASSISTANT	4,170	4,379	4,598	4,828	5,069
602	ECONOMIC DEVELOPMENT SPECIALIST	4,273	4,486	4,710	4,946	5,193
606	HOUSING & GRANTS ANALYST	4,426	4,647	4,880	5,124	5,380
609	RECREATION SUPERVISOR	4,909	5,155	5,413	5,683	5,967
610	MANAGEMENT ANALYST	4,976	5,224	5,485	5,760	6,048
610	ADMINISTRATIVE ANALYST	4,976	5,224	5,485	5,760	6,048
610	ADMINISTRATIVE SERVICES COORDINATOR	4,976	5,224	5,485	5,760	6,048
610	BUDGET & PAYROLL ANALYST	4,976	5,224	5,485	5,760	6,048
611	TRAINING SPECIALIST	5,000	5,250	5,513	5,789	6,078
612	CRIME ANALYST	5,036	5,288	5,552	5,830	6,121
613	CUSTOMER SERVICE SUPERVISOR	5,193	5,453	5,726	6,012	6,312
613	PURCHASING SUPERVISOR	5,193	5,453	5,726	6,012	6,312
614	ACCOUNTANT	5,246	5,508	5,784	6,073	6,377
615	ASSISTANT ENGINEER	5,279	5,543	5,821	6,112	6,417
615	CODE ENFORCEMENT SUPERVISOR	5,279	5,543	5,821	6,112	6,417
619	SENIOR ADMINISTRATIVE ANALYST	5,756	6,044	6,346	6,664	6,997
621	SENIOR ACCOUNTANT	5,926	6,223	6,534	6,861	7,204
623	SENIOR PLANNER	6,101	6,406	6,726	7,062	7,415
623	SENIOR ECONOMIC DEVELOPMENT SPECIALIST	6,101	6,406	6,726	7,062	7,415
624	EMERGENCY & TECHNICAL SVCS MANAGER	6,162	6,470	6,793	7,133	7,490
625	INFORMATION SYSTEMS ADMINISTRATOR	6,162	6,470	6,793	7,133	7,490
626	EQUIP. MAINTENANCE SUPERINTENDENT	6,366	6,684	7,018	7,369	7,738
628	SENIOR ENGINEER	6,957	7,305	7,670	8,054	8,457
629	ELECTRIC & GEN MAINT SUPERINTENDENT	7,195	7,555	7,932	8,329	8,745
629	STREET & SEWER SUPERINTENDENT	7,195	7,555	7,932	8,329	8,745
630	WATER DIVISION MANAGER	8,068	8,471	8,895	9,340	9,806
631	SENIOR CIVIL ENGINEER	7,922	8,319	8,734	9,171	9,630
632	FAMILY VIOLENCE PROGRAM COORDINATOR	5,641	5,923	6,219	6,530	6,856
850	POLICE SECRETARY (CONF)	4,294	4,509	4,734	4,971	5,219
851	EXECUTIVE ASSISTANT TO CITY ATTY (CONF)	5,120	5,376	5,644	5,927	6,223
851	EXECUTIVE ASSISTANT (CONF)	5,120	5,376	5,644	5,927	6,223
851	EXECUTIVE ASSISTANT TO CITY MGR (CONF)	5,120	5,376	5,644	5,927	6,223

*This Appendix C is hereby added to the 2014-15 MOU and becomes effective upon City Council adoption of this Amendment No. 1 to the 2014-15 MOU:*

**APPENDIX C  
Salary Pay Table**

**Pay Plan Category G - Classified Professional Mid-Management Employees**

Salary Effective **06-26-2016** (3.90% Salary Increase)

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
601	ADMINISTRATIVE ASSISTANT	3,972	4,170	4,379	4,598	5,267
601	ASSISTANT PLANNER	4,333	4,550	4,777	5,016	5,267
601	MANAGEMENT ASSISTANT	4,333	4,550	4,777	5,016	5,267
602	ECONOMIC DEVELOPMENT SPECIALIST	4,439	4,661	4,894	5,139	5,396
606	HOUSING & GRANTS ANALYST	4,599	4,829	5,070	5,324	5,590
609	RECREATION SUPERVISOR	5,101	5,356	5,624	5,905	6,200
610	MANAGEMENT ANALYST	5,170	5,428	5,699	5,984	6,284
610	ADMINISTRATIVE ANALYST	5,170	5,428	5,699	5,984	6,284
610	ADMINISTRATIVE SERVICES COORDINATOR	5,170	5,428	5,699	5,984	6,284
610	BUDGET & PAYROLL ANALYST	5,170	5,428	5,699	5,984	6,284
611	TRAINING SPECIALIST	5,195	5,455	5,728	6,014	6,315
612	CRIME ANALYST	5,232	5,494	5,769	6,057	6,360
613	CUSTOMER SERVICE SUPERVISOR	5,396	5,666	5,949	6,246	6,559
613	PURCHASING SUPERVISOR	5,396	5,666	5,949	6,246	6,559
614	ACCOUNTANT	5,451	5,723	6,009	6,310	6,625
615	ASSISTANT ENGINEER	5,485	5,760	6,048	6,350	6,668
615	CODE ENFORCEMENT SUPERVISOR	5,485	5,760	6,048	6,350	6,668
619	SENIOR ADMINISTRATIVE ANALYST	5,981	6,280	6,594	6,924	7,270
621	SENIOR ACCOUNTANT	6,158	6,465	6,789	7,128	7,485
623	SENIOR PLANNER	6,339	6,656	6,988	7,338	7,705
623	SENIOR ECONOMIC DEVELOPMENT SPECIALIST	6,339	6,656	6,988	7,338	7,705
624	EMERGENCY & TECHNICAL SVCS MANAGER	6,402	6,722	7,058	7,411	7,782
625	INFORMATION SYSTEMS ADMINISTRATOR	6,402	6,722	7,058	7,411	7,782
626	EQUIP. MAINTENANCE SUPERINTENDENT	6,614	6,945	7,292	7,657	8,039
628	SENIOR ENGINEER	7,229	7,590	7,970	8,368	8,786
629	ELECTRIC & GEN MAINT SUPERINTENDENT	7,475	7,849	8,242	8,654	9,086
629	STREET & SEWER SUPERINTENDENT	7,475	7,849	8,242	8,654	9,086
630	WATER DIVISION MANAGER	8,382	8,802	9,242	9,704	10,189
631	SENIOR CIVIL ENGINEER	8,231	8,643	9,075	9,529	10,005
632	FAMILY VIOLENCE PROGRAM COORDINATOR	5,861	6,154	6,461	6,785	7,124
850	POLICE SECRETARY (CONF)	4,462	4,685	4,919	5,165	5,423
851	EXECUTIVE ASSISTANT TO CITY ATTY (CONF)	5,319	5,585	5,864	6,158	6,466
851	EXECUTIVE ASSISTANT (CONF)	5,319	5,585	5,864	6,158	6,466
851	EXECUTIVE ASSISTANT TO CITY MGR (CONF)	5,319	5,585	5,864	6,158	6,466

*This Appendix D is hereby added to the 2014-15 MOU and becomes effective upon City Council adoption of this Amendment No. 1 to the 2014-15 MOU:*

## **APPENDIX D**

### **REOPENERS**

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only with regards to the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners.

1. Agency Shop/Maintenance of Membership
2. Deferred Compensation Programs
3. Dental Insurance Programs
4. Section 125 Program
5. Voluntary Insurance Programs

Memorandum of Understanding between the City of South Gate and  
the South Gate Professional and Mid-Management Association

~Signature page~

The City and the Association acknowledge that this Agreement is entered into the 9th day of February 2016, and is subject to it being executed by authorized representatives.

CITY OF SOUTH GATE:

SOUTH GATE PROFESSIONAL AND  
MID-MANAGEMENT ASSOCIATION:

  
\_\_\_\_\_  
Jorge Morales, Mayor

By:   
\_\_\_\_\_  
Its Duly Authorized Representative

Date: 2/10/16

Date: 2/17/16


By:   
\_\_\_\_\_  
Its Duly Authorized Representative

Date: 3/23/16

By:   
\_\_\_\_\_  
Negotiator

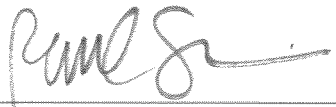
Date: 3/23/16

ATTEST:

  
\_\_\_\_\_  
Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney