

**AMENDMENT NO. 1 TO CONTRACT NO. 3094 -
THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH GATE AND
THE SOUTH GATE DIVISION MANAGEMENT ASSOCIATION**

This Amendment No. 1 to the 2014-15 Memorandum of Understanding ("Amendment") is dated March 8, 2016, by and between the City of South Gate and the South Gate Division Management Association.

RECITALS

A. The City of South Gate ("City") has and continues to recognize the South Gate Division Management Association, ("the Association" or "DMA"), 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) (8.2.7) of the City Council of South Gate as "All employees in the Pay Plan F (Unclassified Division Management Employees).

B. The City and DMA previously entered into a Memorandum of Understanding ("MOU"), dated March 10, 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 Division Management Association.

C. The most current MOU between the City and the DMA expired on June 30, 2015.

D. The City's Representatives and the Association 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 Association 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 (hereinafter referred to as "Agreement" or "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 8th day of March 2016, is entered into with reference to the following facts:

WITNESSETH:

WHEREAS, the South Gate Division Management Association, (hereinafter called the "Association" or the "DMA"), 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) (8.2.7) of the City Council of South Gate, and subsequent amendments to the same, as "All employees in the Pay Plan F (Unclassified Division Management Employees); and

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

NOW, THEREFORE, the City's Representatives and the Association 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 Association.

This Section 19 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 19 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

FY 2014/15: No Cost of Living Adjustment (COLA) Increase.

FY 2015/16: Effective March 6, 2016, the base salary for each position covered by this MOU will be increased by 3.9%.

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

SECTION 8 SALARY INEQUITIES

It has been brought to the attention of the City that there may be salary inequities affecting certain DMA positions as it relates to their salary ranges as compared to the salary ranges of their subordinates. The City agrees to work with the DMA to review and analyze those possible inequities and make a recommendation to the City Council within the next 60 days as to how to resolve those inequities, should they exist.

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:

Salary Pay Table

Pay Plan Category F - Unclassified Division Management

Salary Effective 3-6-2016

(3.90% Salary Increase)

		Step A	Step B	Step C	Step D	Step E
650	BUILDING OFFICIAL	8,188	8,598	9,028	9,479	9,953
650	ECONOMIC DEVELOPMENT MANAGER	8,188	8,598	9,028	9,479	9,953
650	DEPUTY DIRECTOR OF ADMIN SERV/HR & RM	8,188	8,598	9,028	9,479	9,953
650	DEPUTY DIRECTOR OF ADMIN SERV/FINANCE	8,188	8,598	9,028	9,479	9,953
652	HOUSING ADMINISTRATOR	7,267	7,631	8,012	8,413	8,833
654	CODE ENFORCEMENT MANAGER	7,157	7,515	7,891	8,286	8,700
655	DEPUTY DIRECTOR OF PARKS & RECREATION	6,408	6,728	7,065	7,418	7,789
655	PARKS SUPERINTENDENT	6,408	6,728	7,065	7,418	7,789
658	ASSISTANT CITY ENGINEER	8,423	8,845	9,287	9,751	10,239

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:

Salary Pay Table

Pay Plan Category F - Unclassified Division Management

Salary Effective 6-26-2016

(3.90% Salary Increase)

		Step A	Step B	Step C	Step D	Step E
650	BUILDING OFFICIAL	8,508	8,933	9,380	9,849	10,341
650	ECONOMIC DEVELOPMENT MANAGER	8,508	8,933	9,380	9,849	10,341
650	DEPUTY DIRECTOR OF ADMIN SERV/HR & RM	8,508	8,933	9,380	9,849	10,341
650	DEPUTY DIRECTOR OF ADMIN SERV/FINANCE	8,508	8,933	9,380	9,849	10,341
652	HOUSING ADMINISTRATOR	7,551	7,928	8,325	8,741	9,178
654	CODE ENFORCEMENT MANAGER	7,437	7,808	8,199	8,609	9,039
655	DEPUTY DIRECTOR OF PARKS & RECREATION	6,658	6,991	7,340	7,707	8,093
655	PARKS SUPERINTENDENT	6,658	6,991	7,340	7,707	8,093
658	ASSISTANT CITY ENGINEER	8,752	9,189	9,649	10,131	10,638

This Appendix E 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 E

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. Deferred Compensation Programs
2. Dental Insurance Programs
3. Section 125 Program
4. Voluntary Insurance Programs

Memorandum of Understanding between the City of South Gate and
the South Gate Division Management Association

~Signature page~

The City and the Association acknowledge that this Agreement is entered into the 8th day of March 2016, and is subject to it being executed by authorized representatives.

CITY OF SOUTH GATE:

**SOUTH GATE DIVISION
MANAGEMENT ASSOCIATION:**



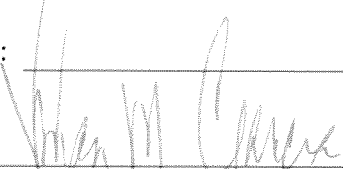
Jorge Morales, Mayor

By: 

Its Duly Authorized Representative

Date: 3/10/16

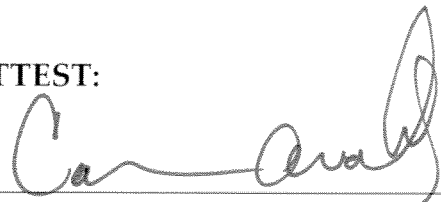
Date: _____

By: 

Its Duly Authorized Representative

Date: 3/22/16

ATTEST:



Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney