



**AMENDED AND RESTATED TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**
Per California Government Code Section 3505.1
Between
The City of South Gate and
The South Gate Police Officers' Association (SGPOA)

The previous Memorandum of Understanding ("MOU") between the City of South Gate ("City") and the South Gate Police Officers' Association ("SGPOA") expired at midnight on June 30, 2017. On April 11, 2017, the SGPOA representatives and the City's labor representative commenced labor negotiations, including exchanging proposals and meeting and conferring towards reaching agreement on a successor MOU. On November 20, 2017, the parties reached a complete tentative agreement on a successor MOU. The initial Tentative Agreement was ratified by the members of the SGPOA on November 27, 2017, and approved by the City Council on November 28, 2017. After the parties ratified and signed the initial Tentative Agreement, the City offered a one-time, lump sum, non-PERSable payment of \$500.00 to the SGPOA as set forth herein. Additionally, the parties agree that this one-time, lump sum, non-PERSable payment is not intended to be a retroactive payment or a precedent-setting negotiating component in future years. By signing this Amended and Restated Tentative Agreement, the SGPOA accepts this additional term and conditions. This Amended and Restated Tentative Agreement replaces and supersedes any other prior Tentative Agreements between the parties. This Amended and Restated Tentative Agreement shall not become effective until accepted, approved and adopted by the South Gate City Council per California Government Code Section 3505.1.

Successor MOU: All terms and conditions of the prior SGPOA MOU 2014-2015, including Amendment No. 1 thereto, shall be maintained unless expressly modified or changed herein until the successor SGPOA 2017-2020 MOU is accepted, approved and adopted by City Council.

Term: Effective July 1, 2017 through June 30, 2020 (3 years). The parties shall commence negotiations for a successor MOU on or before February 1, 2020.

Wages:

- A one-time, lump sum payment of \$500.00. (So that there is no misunderstanding regarding this one-time, lump sum payment, CalPERS considers this type of payment to be Off-Salary-Schedule Pay, and per CalPERS Circular Letter 200-048-16, dated November 10, 2016, it would be reportable only for classic members and only when a pay increase has not been granted in the same fiscal year. Accordingly, the City believes that this payment will not be reportable to CalPERS because SGPOA members are also receiving a salary increase in the same fiscal year.)

- Effective November 26, 2017, the base salary for the position of Police Officer will be increased by 3.7%.
- Effective June 24, 2018, the base salary for the position of Police Officer will be increased by 3.7%.
- Effective June 23, 2019, the base salary for the position of Police Officer will be increased by 3.6%.

Bilingual Pay: Effective November 26, 2017, bilingual pay for all eligible SGPOA represented employees will be increased from \$100.00 per month to \$125.00 per month.

Longevity Pay: Effective November 26, 2017, the MOU language related to Longevity Pay is amended to read as follows:

A Police Officer shall receive Longevity Pay in addition to his/her base salary rate, per the schedule below:

<u>At the Beginning of the:</u>	<u>Rate of Longevity Pay:</u>
7 th year of continuous city service	2%
13 th year of continuous city service	4%
26 th year of continuous city service	7%
27 th year of continuous city service	17%

The Longevity Pay indicated above is the actual base pay rate percentage that a Police Officer will receive based on his/her years of continuous service. The percentages are not cumulative and shall not be added together.

Grievance re: timing of the implementation of the 17% longevity step: As soon as reasonable after the adoption of this Amended and Restated Tentative Agreement, the City shall pay retroactive unpaid longevity pay, effective the beginning of their 27th year of continuous service, to only those Police Officers who have previously reached the beginning of their 27th year of continuous service and did not receive longevity pay for that year. In conjunction with this retroactive unpaid longevity pay, the affected Police Officers will have their vacation leave balances reduced by the number of vacation leave hours they accrued during their 27th year of continuous city service.

Grievance re: credit for prior full-time law enforcement service with respect to Longevity Pay: The City and the SGPOA agree to continue to meet and confer on a regular basis until this grievance is resolved or other agreement regarding resolution is reached.

Deferred Compensation Match: Effective November 26, 2017, the language related to the deferred compensation match is amended to read as follows:

Eligible Police Officers participating in the City's deferred compensation program shall receive a "dollar for dollar" match up to \$1,200 per calendar year.


Dental/Vision/Life Insurance/Voluntary Insurances/Section 125 Program: The City and SGPOA agree to meet to discuss the City's desire to change providers for these particular employee benefits and to meet and confer over the effects of any change in providers or related plans.

Comprehensive MOU: The City and the SGPOA agree to work together to jointly prepare and complete the successor SGPOA MOU for City Council approval on or before March 1, 2018. The successor MOU shall contain a provision that complies with AB 119 and sets forth the procedures to be followed by the parties relative to new employee orientations and the SGPOA's right to information.

City of South Gate



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