

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SOUTH GATE
AND THE
SOUTH GATE
POLICE MANAGEMENT ASSOCIATION
JULY 1, 2021 - JUNE 30, 2025

ADOPTED BY RESOLUTION NO. 2023-56-CC

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I GENERAL PROVISIONS	1
SECTION 1. PREAMBLE	1
SECTION 2. RECOGNITION	1
SECTION 3. TERM	1
SECTION 4. DUES DEDUCTION	2
SECTION 5. MAINTENANCE OF BENEFITS	2
SECTION 6. MANAGEMENT RIGHTS.....	2
SECTION 7. PROBATION.....	3
SECTION 8. PROMOTION.....	3
SECTION 9. FEDERAL AND STATE LAWS	3
SECTION 10. DEFINITIONS.....	3
SECTION 11. ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION	4
ARTICLE II SALARY & ALLOWANCES	4
SECTION 1. WORK SCHEDULE	4
SECTION 2. WAGES	4
SECTION 3. LONGEVITY PAY	5
SECTION 4. BILINGUAL PREMIUM PAY	6
SECTION 5. OTHER PAY	6
SECTION 6. UNIFORM ALLOWANCE.....	8
SECTION 7. PHYSICAL FITNESS	9
ARTICLE III FRINGE BENEFITS.....	9
SECTION 1. MEDICAL, DENTAL AND VISION INSURANCE	9
SECTION 2. LIFE INSURANCE	10
SECTION 3. RETIREMENT	10
SECTION 4. 125 PROGRAM	12
SECTION 5. PHYSICAL FITNESS MEMBERSHIP	12
SECTION 6. EDUCATION REIMBURSEMENT	12

ARTICLE IV LEAVE POLICIES.....	13
SECTION 1. HOLIDAYS	13
SECTION 2. VACATION LEAVE.....	14
SECTION 3. SICK LEAVE	15
SECTION 4. ADMINISTRATIVE LEAVE	16
SECTION 5. BEREAVEMENT LEAVE.....	17
SECTION 6. FAMILY AND MEDICAL LEAVE ACT.....	18
SECTION 7. UNPAID LEAVES OF ABSENCE.....	18
SECTION 8. JOB RELATED INJURY OR ILLNESS.....	19
ARTICLE V GRIEVANCE PROCEDURES.....	19
ARTICLE VI DISCIPLINARY PROCEDURES.....	19
ARTICLE VII LAYOFF PROCEDURES.....	20

ARTICLE I

GENERAL PROVISIONS

SECTION 1. PREAMBLE

This consolidated Memorandum of Understanding (*hereinafter "MOU" or "Agreement"*) is made and entered into between the South Gate Police Management Association, hereinafter referred to as the "Association," and the management representatives of the City of South Gate, hereinafter referred to as the "City," pursuant to California Government Code, Section 3500 *et seq.*

This MOU is a good faith effort by the Association and the City to consolidate decades of individual MOUs and side agreements into this one comprehensive document. It is possible that provisions of the previous MOUs and/or side agreements or related resolutions may have been inadvertently omitted in this comprehensive MOU. Therefore, each party to this MOU reserves its rights to bring to the other party's attention a provision in a prior MOU or still valid side agreement or resolution that is not included in this MOU. In such case, the parties agree to convene meetings to address the issue and to engage in good faith attempts to reach agreement as to the validity and/or content of any such omitted evidence of terms and conditions of employment. No representation is made that such agreement(s) shall be arrived at.

Additionally, in preparing this comprehensive MOU, it is not the intent of the parties to invalidate terms and conditions of employment that are not set forth in this MOU, but which are referenced in a still valid side agreement or past practice as this term is defined by statutory and case law.

SECTION 2. RECOGNITION

The Association is the duly recognized employee organization for its members employed by the City in an appropriate unit consisting of the classifications of Police Sergeant, Police Lieutenant and Police Captain employed by the City of South Gate Police Department. This unit of representation shall be referred to as the Police Management Unit or the "Unit."

SECTION 3. TERM

This comprehensive MOU shall be effective from July 1, 2021 through June 30, 2025 (4 years) and shall supersede and replace inconsistent provisions of the prior labor agreements, which are intended to be incorporated in this Agreement if to be continued. Because this is the initial consolidated MOU between the City and the Association since before 2005, the parties acknowledge there may exist prior labor agreements the terms of which are still in effect and which the parties intend to continue despite their inadvertent omission from this MOU. This MOU shall become effective only after adoption by the City Council of the City of South Gate following ratification by the members of the Association. The terms of this Agreement shall only apply to those employees still on payroll at the time that it is adopted by City Council, with the exception of retiree benefits.

SECTION 4. DUES DEDUCTION

The City will continue automatic payroll deductions for the collection of Association dues and fees throughout the term of this MOU. The Association may request in writing that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association, from the salary or wages of members of the Association. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall also provide the certification of the membership list for deduction purposes to the City on an annual basis or more often as needed. Accordingly, the Association dues shall be deducted on the first paycheck of each month in accordance with City procedures and provisions of applicable law from the salary or wages of each employee whose name is provided in writing by the Association.

The City shall remit the total amount of deductions to the Association within seven (7) calendar days of the date of the deduction. Any changes in the Association dues must be given to the City a minimum of twenty-one (21) calendar days prior to the change to accommodate changes to payroll. Membership within and/or payment of any dues or fees to the Association shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining the Association.

The Association shall notify the City within twenty-one (21) calendar days of any discrepancy(ies) concerning dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within twenty-one (21) calendar days, then the City shall be relieved of any further responsibility.

The Association shall indemnify, defend, and hold harmless the City for: (i) any claims made by an individual employee relating to deductions made in reliance upon any certification from the Association, and (ii) any liability arising from any claims, demands, or other action relating to the City's compliance with this Article relating to maintenance of membership. However, the Association shall not indemnify, defend, or hold harmless the City for its own errors in administering the dues deductions on behalf of the Association. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed directly with the Association and shall not be subject to the City's grievance procedures.

SECTION 5. MAINTENANCE OF BENEFITS

All salaries, benefits and terms and conditions of employment shall remain in full force and effect for the term of this MOU, unless modified herein or by subsequent written agreement of the parties.

SECTION 6. MANAGEMENT RIGHTS

Subject to the provisions of this MOU, the parties do hereby agree and acknowledge that the City shall retain all its usual rights and responsibilities including, but not limited to, those set forth in Section 5 of the Employer-Employee Relations Resolution (Resolution No. 4508) or any successor related resolutions agreed upon by the parties.

SECTION 7. PROBATION

All new hires after July 26, 2022 shall be subject to an eighteen (18) month probation period with the exception of lateral hires from another city or county police agency who are required to serve a twelve (12) month probation. Promotional probation shall be twelve (12) months. A lateral hire for purposes of this MOU is a peace officer, as defined in California Penal Code §§ 830.1 & 830.2(a)-(c), who has successfully passed probation at another California law enforcement agency, who remains continuously employed as a duly sworn peace officer with a California law enforcement agency from the date of the employment application to the date of appointment as a peace officer with the South Gate Police Department, and who applies with a Basic POST Certificate or greater.

SECTION 8. PROMOTION

- A. An employee promoted shall be paid at that step in the salary range to which employee is promoted that is closest to and equal or higher than 105% of employee's current salary, not to exceed the highest step in the salary range. The employee shall receive a new salary anniversary date.
- B. Specifications for promotional opportunities are on file with the South Gate Human Resources Division.

SECTION 9. FEDERAL AND STATE LAWS

It is understood that this MOU is subject to all present and future applicable federal and state laws and regulations, and the provisions herein shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is held to be in conflict with such applicable laws and regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and the remainder of the MOU shall remain in full force and effect.

SECTION 10. DEFINITIONS

- A. **REGULAR RATE OF PAY.** The unadjusted base salary rate as defined in 10(b) below, plus all remuneration paid to the employee, as is required by the federal Fair Labor Standards Act ("FLSA"). For purposes of paid sick leave, vacation administrative leave cash-outs, the Regular Rate of Pay shall exclude the ten percent (10%) Longevity Pay increase (increase from 7% to 17%) a Unit member receives upon reaching the beginning of their 27th year.
- B. **UNADJUSTED BASE SALARY RATE.** The rate of pay described in salary ranges 31, 35, 36 & 37 for the classifications of Sergeant, Lieutenant, Captain, and Captain in Charge. This rate does not include all remuneration paid to an employee and required by the FLSA. See attached Salary Pay Table for the Unadjusted Base Salary Rate.
- C. **POLICE MANAGER.** The term Police Manager as used in this MOU shall refer to all positions and assignments covered by this MOU.

SECTION 11. ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION

The City agrees to provide no less than 10 calendar days' notice to the Association in advance of any new employee orientation(s) and provide the Association access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. In accordance with Government Code Section 3557, access shall be determined by mutual agreement between the City and the Association. Access could be effectuated by representational attendance or correspondence, although the parties' preference is generally correspondence over representational attendance. The Association shall advise the City reasonably in advance of any orientation as to the type of access requested.

The City agrees to provide the Association with the name, job title, department, work location, work telephone numbers, and work email addresses on file with the City of any newly hired employee within thirty (30) days of the date of hire. The City also agrees to provide the Association with a list of the foregoing information for all bargaining unit employees at least once every 120 days at the Association's written request.

ARTICLE II SALARY & ALLOWANCES

SECTION 1. WORK SCHEDULE

The 3/12.5 and 4/10 work schedules shall be re-evaluated on or about July 1 of each year of the MOU. The City agrees to meet and confer with the Association regarding any proposed changes in the work schedules.

SECTION 2. WAGES

- A. For Fiscal Year 2021-22, there shall be no cost-of-living adjustment ("COLA") or change in salary ranges.
- B. Effective the payroll period commencing July 30, 2022 (paid August 18, 2022), the salary range and base salary for the represented Unit classifications and employees still on payroll shall be increased by seven and nine/tenths percent (7.9%). See Appendix A1.
- C. Employees still on payroll as of August 18, 2022 and who worked during any part of the period March 18, 2020 to January 1, 2022 shall receive an Essential Worker Stipend of \$8250.00 in their August 18, 2022 regular paycheck as an itemized line on their pay stub.
- D. Effective the first full payroll period in July 2023 the base salary for the classifications for the represented Unit classifications shall be increased by four percent (4%). See Appendix A2.

- E. Effective the second full payroll period in July 2023, employees still on payroll and who worked during any part of the period March 18, 2020 to January 1, 2022 shall receive an Essential Worker Stipend of \$4000.00 in their regular paycheck as an itemized line on their pay stub.
- F. Effective the first full payroll period in July 2024 the base salary for the classifications for the represented Unit classifications shall be increased by four percent (4%). See Appendix A3.
- G. Effective the second full payroll period in July 2024, employees still on payroll and who worked during any part of the period March 18, 2020 to January 1, 2022 shall receive an Essential Worker Stipend of \$2000.00 in their regular paycheck as an itemized line on their pay stub.
- H. Management Salary Computation

Police Sergeants' salary shall be 16% above the sum of the following: (a) the top step base salary for the Police Officer classification; (b) the maximum specialty assignment pay (currently 5%); (c) the maximum P.O.S.T. certification pay (currently 11%); and (d) the longevity pay at level 3 (currently 7%).

Police Lieutenants' salary shall be 16% above that of the Police Sergeant.

Police Captains' salary shall be 12% above that of the Police Lieutenant.

Police Captain in Charge's salary shall be equivalent to that of the Police Captain plus an additional \$300.00 per month.

SECTION 3. LONGEVITY PAY

- A. Police Managers shall receive Longevity Pay in addition to their 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 base rate percentage that a Police Manager will receive based on their years of continuous service. The percentages are not cumulative and shall not be added together.

The parties agree that Longevity Pay is special compensation and shall be reported as such to the California Public Employees' Retirement System ("CalPERS"), to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) for employees who are determined to be "Classic Members" and/or "New Members"

within the meaning of the California Public Employees' Pension Reform Act of 2013 and related legislation.

- B. Once a City of South Gate Police Manager has completed five (5) years of continuous employment with the City, if they had prior full-time continuous service as a peace officer with another law enforcement agency, that previous service time shall be counted towards the years of continuous employment required for the Police Manager to receive Longevity Pay from the City.

Example: South Gate Police Manager has completed 5 years of continuous employment in that capacity with the City and they had one (1) year of prior full-time continuous service as a peace officer with another law enforcement agency, then their continuous years of City service would be credited as totaling six (6) years and would qualify for the first level of Longevity Pay of 2%.

C. **PERMISSIBLE UNDER CALPERS**

If the ability to provide this benefit ever becomes impermissible by CalPERS, then this benefit will be eliminated and the parties shall prospectively return to the *status quo ante*.

SECTION 4. BILINGUAL PREMIUM PAY

Police Managers who are proficient in sign language, verbally proficient in Spanish, Korean, or any other language designated by the City, shall receive bilingual premium pay of one hundred twenty-five (\$125) per month. This amount shall increase to one hundred ninety dollars (\$190) per month effective with the payroll period starting July 30, 2022. Proficiency shall be determined by examinations administered by the Human Resources Division.

The parties agree that Bilingual Premium Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(4) and 571.1(b)(3) for employees who are determined to be "Classic Members" and/or "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013 and related legislation.

SECTION 5. OTHER PAY

A. **POST CERTIFICATION PAY**

Effective the first full payroll period in July 2022, Unit members who have obtained or do obtain a POST Supervisory Certificate shall receive \$275 per month as POST Certification Pay and retain that pay through any promotion through Association represented classifications.

Effective the first full payroll period in July 2022, Unit employees who have obtained or do obtain a POST Management Certificate shall receive \$350 per month as certification pay and retain that pay through any promotion through Association represented classifications.

The POST Certification Pay provided herein is not cumulative and will not be considered for purposes of calculating pay differentials between Sergeant and Lieutenant, and Lieutenant and Captain.

The parties agree that POST Certificate Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) for employees who are "Classic Members" as outlined in Article III, Section 3(C) and employees who are "New Members" as outlined in Article III, Section 3(D), respectively.

B. OVERTIME ELIGIBILITY

Police Captains are exempt from the overtime and other provisions of the FLSA and shall be subject to call and duty at any time without additional compensation notwithstanding the normal work week for the Police Department.

- C. In the event a disaster or state of emergency is declared by (1) the City Council or Director of Emergency Services (City Manager) in accordance with the provisions of South Gate Municipal Code Chapter 7.14 or (2) either by the County of Los Angeles, the State of California, or the federal government, declared disaster and emergency overtime shall be paid at the rate of straight time multiplied by their regular rate of pay for all time actually worked in excess of forty (40) hours per work week in either pay or compensatory time-off.

D. COMPENSATORY TIME OFF

In lieu of receiving overtime pay, employees may designate earned overtime hours as compensatory time off. Compensatory time off shall be accrued at time and one-half (1½) the number of overtime hours worked. Employees may accrue Compensatory Time to a maximum of four hundred eighty (480) hours. Compensatory time off may be used in accordance with Police Department regulations and may be converted to cash payment at the discretion of the employee. After receipt of the appropriate completed and signed forms, Finance shall process Compensatory time cash payments during the next scheduled pay period to be included in the Police Manager's regular paycheck.

E. OVERTIME COURT DUTY

1. Court On Call

Off duty Police Managers assigned to be "On Call" for a court appearance shall be compensated at the rate of three (3) hours at time and one-half (1½) the employee's Regular Rate of Pay. On call pay is for any subpoena on a daily basis, not a morning/afternoon basis. If two subpoenas are for the same day, the Police Manager may not receive compensation for being "On Call" on one case while appearing on another court case during the same day.

2. Court Appearance

Police Managers shall receive time and one-half (1½) the employee's Regular Rate of Pay for appearing in court while off duty, with a minimum of four (4) hours pay per court appearance. The four (4) hour minimum begins with the start time of the subpoena and ends when the Police Manager is dismissed by the court, handling district attorney or attorney assigned to the case. Should the time between the start time of the subpoena and the dismissal by the court, handling district attorney or attorney assigned to the case exceed four (4) hours, Police Manager will be paid at time and one-half (1 ½) the employee's Regular Rate of Pay for the actual hours between the subpoena start time and the dismissal time.

F. DETECTIVES ON CALL

Police Managers assigned as Detectives shall receive two (2) hours of pay at time and one half (1½) their Regular Rate of Pay for each non-work day that they are assigned by the Police Department to be in an On Call status.

G. ACTING PAY

The City's Acting Pay Procedures are outlined in Section 6.8 of the City's Rules & Regulations for the Administration of Civil Service Procedures, Resolution No. 6377, adopted on June 24, 1997, as amended by Resolution No. 6871, adopted on February 24, 2003, and Resolution No. 7038, adopted on January 11, 2005.

H. CALL BACK PAY

Police Sergeants and Police Lieutenants who are called back to work by the Police Department shall receive a minimum of three (3) hours of pay at time and one-half (1½) their Regular Rate of pay. Police Sergeants and Police Lieutenants shall receive the Call Back Pay minimum one time in a twenty-four (24) hour period regardless of the number of times they are called to return to work. A Police Sergeant or Police Lieutenant is entitled to Call Back Pay after the end of the assigned work shift (including any overtime they may have worked), plus an additional thirty (30) minute grace period after their shift ended and after they are no longer on the City's premises. Call Back time begins when the Police Sergeant and Police Lieutenant leaves their home to report directly to work, or if not at home, at such time as they begin to respond to the Police Department's Call Back notification and ends upon the Police Manager being released from duty. Their travel time to return to work shall not exceed thirty (30) minutes.

SECTION 6. UNIFORM ALLOWANCE

The City shall pay to each Police Manager a uniform allowance in the amount of \$1,000 per fiscal year. Effective July 1, 2022, the City shall pay and report 1/26th of the Uniform Allowance each pay period, in compliance with CalPERS rules (Circular Letter: 200-050-19) whereby the

aggregate amount for each pay period is reported within the earned period report (meaning paid out equally across all pay periods in a fiscal year).

The City will not require receipts for uniform purchases. It is however the sole responsibility of the employee to maintain and wear the proper uniform at all times.

The City shall report to CalPERS the uniform allowance for each employee as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

SECTION 7. PHYSICAL FITNESS

Police Managers who pass the Police Department's Physical Fitness "test" in any one of the following areas: (1) cycling, (2) three-mile walk, or (3) one and one-half mile run, shall receive special compensation of \$600 each April and October.

The Police Department conducts fitness testing two (2) times a year, usually in April and October. Scores are based upon the police managers' gender, age and physical fitness test performance. Police Managers who successfully complete their assigned segment of the "Baker to Vegas Run" are deemed to have passed the test in lieu of taking the fitness test in April of that particular year. Those Police Managers are still required to participate and achieve a qualifying score to receive the special compensation of \$600 in October.

A score of "good" or better shall be deemed a passing score to entitle the recipient to receive the \$600 payments described herein. Employee participation in this Physical Fitness Program is voluntary.

The parties agree that Physical Fitness Incentive Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) for employees who are determined to be "Classic Members" and/or "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013 and related legislation.

ARTICLE III FRINGE BENEFITS

SECTION 1. MEDICAL, DENTAL AND VISION INSURANCE

A. MEDICAL INSURANCE

The City will pay the insurance premium for the CalPERS medical insurance plan and level of coverage (Employee only, Employee +1, or Employee +2 or more) the employee selects, not to exceed the CalPERS Kaiser-Southern California premium for the same level of coverage (Employee only, Employee + 1, or Employee +2 or more). If an employee selects a CalPERS medical insurance plan and level of coverage that has a higher premium than the Kaiser-Southern California level of coverage, they shall

pay the difference in premium. If the employee selects a CalPERS medical insurance plan and level of coverage that has a lower premium than the Kaiser-Southern California level of coverage, the employee shall not receive the difference in premium from the City. The medical insurance carriers, plan benefits, premiums, eligibility and other terms and conditions are determined by CalPERS.

B. DENTAL INSURANCE

The City will pay 100% of the cost of the City selected-dental PPO insurance plan premium for Police Managers and their eligible dependents.

C. MEDICAL AND DENTAL INSURANCE OPT OUT

Police Managers who waive coverage from the CalPERS medical insurance plans shall receive \$360.60 per month to be paid to the employee's deferred compensation plan administered by the City. To be eligible to receive the above dollar amount, the employee must provide proof, as determined by the Personnel Officer, that they are currently enrolled in another comparable medical insurance plan and they shall remain enrolled in a comparable medical insurance plan in the future. If the employee's non-City medical insurance coverage is discontinued, the employee shall immediately provide written documentation to the City's Personnel Officer. A Police Manager whose outside insurance is terminated may be eligible to enroll in CalPERS subject to then-existing rules.

The City will provide an employee who elects to waive their City dental insurance \$17.95 per month as a contribution to the employee's deferred compensation plan.

D. VISION PLAN

The City will pay 100% of the City-selected vision care premium for the Police Managers and their eligible dependents.

SECTION 2. LIFE INSURANCE

The City shall provide \$5,000 of Term Life Insurance and \$100,000 Accidental Death and Dismemberment Insurance for all employees represented by the Association until age 65.

SECTION 3. RETIREMENT

- A. Effective the payroll period commencing July 30, 2022, all "Classic" represented Unit members as defined by CalPERS shall pay an additional 2% towards the member's CalPERS contribution pursuant to California Government Code 20516(a). A Resolution of Intention was adopted at the December 13, 2022, City Council meeting for purposes of amending the City's contract with CalPERS. The Association provided a Certification of Employee Election agreeing to the CalPERS contract change on January 6, 2023 and an Ordinance amending the CalPERS contract was

adopted on February 14, 2023. The effective date of the Ordinance will be March 16, 2023, making the City's CalPERS contract amendment effective March 26, 2023.

- B. Effective the first full pay period in July 2024, all "new" or "PEPRA" represented Unit members, as defined by CalPERS, shall pay 2% towards the employer CalPERS contribution as cost sharing to be implemented by a 1% CalPERS contract amendment pursuant to California Government Code section 20516(a) and the other 1% cost sharing being implemented pursuant to Government Code section 20516(f) on an after tax payroll deduction basis. At such time as POA represented members reach an equivalent cost sharing CalPERS contract amendment and that contract amendment is implemented for both POA and PMA, the cost sharing pursuant to 20516(f) shall cease and the cost sharing shall be pursuant to Government Code section 20516(a), on a pre-tax basis.
- C. For all employees represented by the Association who are "Classic Members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the City shall provide in its contract with CalPERS the following:
 - 1. 3% at 50 Retirement Formula
 - 2. Highest Single Year
- D. For all employees represented by the Association who are "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the City shall provide the following:
 - 1. 2.7% at 57 Retirement formula (G.C. Section 7522.25)
 - 2. Final Compensation based on the average compensation earnable for the highest consecutive 36-months period. (G.C. Section 7522.32(a))

E. **PRE-TAX BASIS**

The City shall adopt a resolution pursuant to Internal Revenue Code 414(H)(2) such that, to the extent permitted by law, the retirement contributions herein shall be on a pre-tax basis.

F. **RETIREE MEDICAL INSURANCE**

For Unit members who retire from the City through CalPERS after twenty (20) years or more of sworn service with the City, and who remain so retired under CalPERS, the City shall contribute toward the retirees' CalPERS medical insurance coverage as follows:

Retirees Prior to July 1, 2005

The retiree shall receive a total monthly contribution from the City of \$306 for employee only coverage and \$518 for 2-party or family coverage.

Retirees on or after July 1, 2005 who were hired prior to December 11, 2012

For retirees that retired on or after July 1, 2005, and for all employees that will retire on or after July 1, 2005 (hereinafter "post-July 1, 2005 retirees") who were hired prior to December 11, 2012, the City's monthly retiree medical contribution shall be increased January 1, 2006 to \$613 (equal to the Kaiser 2-party rate). Each January 1, thereafter, the City shall increase the monthly retiree medical stipend of post-July 1, 2005 retirees by the actual increase in the Kaiser 2-party rate, with a maximum yearly increase of five percent (5%).

Retirees who were hired by the City on and after December 11, 2012.

Effective for employees first hired by the City on and after December 11, 2012, the City will reimburse such employee upon retirement for the actual dollar amount for the CalPERS medical insurance coverage they select, not to exceed the amount of the CalPERS Kaiser-Southern California 2-Party medical insurance monthly premium rate in effect on the date of their retirement. The City shall not increase this monthly fixed dollar contribution beyond this amount.

G. DEFERRED COMPENSATION 457 PLAN

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

SECTION 4. IRS SECTION 125 PROGRAM

The City has established an Internal Revenue Code Section 125 program for employees. The City will pay the fee to administer the Section 125 program up to \$6 per month per employee. The Section 125 Program shall consist wholly of money employees elect to contribute pursuant to Internal Revenue Service regulations.

SECTION 5. PHYSICAL FITNESS MEMBERSHIP

The City will provide each Police Manager a membership at the South Gate Sports Center in the South Gate Park as follows:

1. If the Police Manager resides in the South Gate City limits, they will receive a Family membership at no cost.
2. If the Police Manager resides outside the South Gate City limits, they will receive a membership for themselves at no cost.

SECTION 6. EDUCATION REIMBURSEMENT

The City will budget sufficient funds each fiscal year to meet its obligations for all City employees' education reimbursements. Police Managers who meet the terms and conditions of the Education Reimbursement Program including, but not limited to, passing their original probationary period, will be reimbursed as follows:

1. Up to two thousand five hundred dollars (\$2,500) per fiscal year for coursework satisfactorily completed at California public colleges and universities which are accredited by an agency recognized by the U.S. Department of Education or the Council for Higher Education Accreditation. Police Managers who voluntarily terminate service with the City within 2 years of completion of a course must re-pay the City for the unearned portion of the benefit they received on a pro-rata basis (i.e. 1/24th for each month short of two years).
2. Up to three thousand dollars (\$3,000) per fiscal year for coursework at private colleges and universities which are accredited by an agency recognized by the U.S. Department of Education or the Council for Higher Education Accreditation. Police Managers who voluntarily terminate service with the City within 2 years of completion of a course must re-pay the City for the unearned portion of the benefit they received on a pro-rata basis (i.e. 1/24th for each month short of two years).

ARTICLE IV LEAVE POLICIES

SECTION 1. HOLIDAYS

A City designated holiday consists of ten (10) hours. The City will grant one hundred thirty hours (130) of Holiday Leave per year. The following thirteen (13) holidays are recognized by the Parties:

New Year's Day	January 1 st
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Cesar Chavez Day	Last Monday in March
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First Monday of September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday of November
Christmas Day	December 25 th
Holiday Break	Three work days between Christmas and New Year's

The City will review the holidays above in April of each fiscal year and determine the date each holiday will be observed for the coming fiscal year.

Employees who are scheduled to work on holidays shall take the holiday off at another date to be scheduled by the department as work schedules permit.

City Holiday Leave is not intended to be carried over from one fiscal year to a succeeding fiscal year, except for employees who, at the end of the fiscal year, are out on paid Administrative Leave or an Industrial Injury Leave (Workers' Comp). In those situations, the employee can carry over the unused Holiday Leave hours for a period of up to 60 calendar days after they return to work. Otherwise, any Holiday Leave remaining from the previous fiscal year shall reduce the amount granted for the ensuing fiscal year in an equal amount.

An employee shall not receive compensation for holidays that occur after his/her separation from City employment.

SECTION 2. VACATION LEAVE

A. VACATION LEAVE ACCRUAL

Employees shall accrue vacation leave each bi-weekly pay period. Vacation leave accrual shall be pro-rated for a partial pay period of City employment.

<u>Beginning of</u>	<u>Through end of</u>	<u>Hours Earned Annually</u>
Date of Hire	4 th year	88
5 th	9 th year	120
10 th	14 th year	160
15 th	19 th year	180
20 th	26 th year	200
27 th and thereafter		0

The City will count prior full-time law enforcement service as a sworn peace officer with another agency towards vacation leave accrual once the employee has been employed by the City for five (5) years.

Lateral peace officers, upon successful completion of the twelve (12) month probationary period, shall be given credit for up to 200 hours of accrued vacation leave they have earned from another P.O.S.T. recognized California law enforcement agency.

B. VACATION LEAVE CASH OUT

Association represented employees may request to cash out accrued, unused vacation leave at the employee's Regular Rate of Pay, not to exceed 100 hours in any fiscal year. Beginning in December 2022 for vacation leave to be cashed-out in FY 2023, City shall supply an irrevocable cash out request form to be submitted no later than December 15th for the cash out for the following calendar year. Employees may cash out up to between 0%-50% of their annual accrual in July and the balance in December but only to the extent the employee has accrued, unused vacation leave sufficient to cover the leave cash out request. If the employee's vacation leave balance is less than the amount previously designated, the employee's cash-out will be limited to the amount accrued, unused vacation leave at the time of the designated cash out, but must meet the designated cash out by year end. Employees who fail to submit a vacation

leave cash out request by December 15th will be precluded from cashing out vacation leave in subsequent calendar year.

C. VACATION LEAVE ACCRUAL LIMIT

A Police Manager's unused vacation leave shall not exceed a maximum of four hundred (400) hours at any time.

If Police Manager's accrued unused vacation leave reaches the maximum of four hundred (400) hours, they shall cease to accrue vacation leave until such time as the Police Manager's accrued unused vacation leave is reduced below four hundred (400) hours.

SECTION 3. SICK LEAVE

A. SICK LEAVE ACCRUAL

Employees shall accrue six (6) hours of sick leave per bi-weekly pay period (total one hundred fifty-six (156) hours per year). Sick leave accrual shall be pro-rated for a partial pay period of City employment. Lateral sworn peace officers, upon successful completion of the twelve (12) month probationary period, shall be given credit for up to 400 hours of accrued sick leave they earned from another P.O.S.T. recognized California law enforcement agency.

B. SICK LEAVE ACCRUAL LIMIT

There shall be no limit on the number of unused sick leave hours a Police Manager may accrue at any time.

Upon commencement of an employee's twenty seventh (27th) year of sworn law enforcement service, the employee's annual accrual of sick leave shall be reduced by 64.5 hours, from 156 to 91.5 hours.

C. SICK LEAVE CONVERSION

The City shall permit represented Association represented employees who are in the final 3 years of an eligible employee's employment before attaining the Normal Retirement Age as defined by IRS regulations and have 20 or more years with the City to convert accrued unused sick leave prior to retirement for the purpose of maximizing the employee's "Catch Up" contributions to Deferred Compensation, as permitted by applicable provisions of the Internal Revenue Code.

The Conversion of accrued unused sick leave hereunder shall be at the employee's Regular Rate of Pay as defined in this MOU. This sick leave conversion to deferred compensation is limited to a maximum of 1200 hundred hours for both conversion to deferred compensation and for cash out upon separation. Any remaining sick leave hours balance above the combined 1200 hour cash out/conversion cap can still be converted to retirement service credit pursuant to Government Code Section 20965

credit to the extent this benefit remains part of the City's CalPERS contract. Employees hired by the City after July 30, 2022, shall not be entitled to convert sick leave to deferred compensation or cash out but may still convert unused sick leave to service credit pursuant to Government Code Section 20965 to the extent this benefit remains a part of the City's CalPERS contract. Recruits in the Academy are not deemed employees for this purpose. Any represented employee that dies prior to retirement shall have their sick leave paid to their beneficiary if the employee has 20 or more years of service at the time of death or if the death was work related.

D. SICK LEAVE CASH OUT UPON SEPARATION

Association represented employees hired prior to July 1, 1993 shall be permitted to cash out an unlimited number of accrued unused sick leave hours.

Association represented employees hired on or after July 1, 1993, but prior to August 1, 2022, shall be permitted to cash out a lifetime maximum of twelve hundred (1200) accrued unused sick leave hours. Cash out of accrued unused sick leave hours shall be at the employee's Regular Rate of Pay as defined in this MOU.

This sick leave cash out upon separation is limited to a maximum of 1200 hundred hours for both cash out upon separation and conversion to deferred compensation. Any remaining sick leave hours balance above the combined 1200-hour cap can still be converted to retirement credit to the extent this benefit remains part of the City's CalPERS contract. Employees hired after July 30, 2022, shall not be entitled to convert sick leave to deferred compensation or cash out. Recruits in the Academy are not deemed employees for this purpose.

Payment to Police Managers for accrued unused sick leave shall be according to the following:

1. 15 - 19 years of City employment
50% of eligible accrued unused sick leave.
2. 20 years or more of City employment
100% of eligible accrued unused sick leave.

SECTION 4. ADMINISTRATIVE LEAVE

Police Lieutenants and Captains earn Administrative Leave in recognition for time worked after regular shift on projects and/or community events, and shall be expected to attend community events. Administrative leave accrual shall be pro-rated for a partial pay period of City employment.

Police Captains shall accrue eighty (80) hours of Administrative Leave per year.

Police Lieutenants shall accrue forty (40) hours of Administrative Leave per year.

Payout is only available upon termination for the administrative leave balance at the time of termination and at the unadjusted base rate identified in the attached salary pay tables. There shall be no ability to cash out any unused leave accruals during employment.

SECTION 5. BEREAVEMENT LEAVE

A. IMMEDIATE FAMILY

The term "immediate family" is defined as the spouse, domestic partner, children, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, step children, step parents, foster children, foster parents, grandparents, or grandchildren of the employee, or other person, as approved by the City Manager or their designee.

1. WITHIN THE STATE

Upon the death of an immediate family member whose memorial/burial services occur within California, the employee shall receive thirty (30) hours of bereavement leave, not chargeable to any other leave and an additional ten (10) hours of any other leave or of unpaid leave for a total of forty (40) hours. Employees whose bereavement requires travel within California may take an additional thirty (30) hours of sick leave.

2. OUT OF STATE

Upon the death of an immediate family member whose memorial/burial services occur outside California, the employee shall receive forty (40) hours of bereavement leave, not chargeable to any other leave. Employees whose bereavement requires travel out of California may take an additional thirty (30) hours of sick leave.

3. OTHER TERMS AND CONDITIONS OF USE

Bereavement leave must be completed within three (3) months of the family member's death and may be intermittent leave and is not required to be used in consecutive amounts. Employees are required to provide documentation of the family member's death within thirty (30) days of the first day of the leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The City shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the City regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

SECTION 6. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Pursuant to State & Federal law, the City will provide family and medical care leave to eligible employees. The following provisions set forth employees' rights and obligations with respect to FMLA/CFRA-covered leave. Rights and obligations which are not specifically set forth below are set in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "Leave" under this provision shall mean leave pursuant to the FMLA and CFRA.

- A. Amount of Leave: Eligible employees are entitled to a total of 480 hours of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- B. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous 12-month period to determine how much leave has been used in determining how much leave a member is entitled to.

SECTION 7. UNPAID LEAVES OF ABSENCE

A leave of absence without pay which is not covered by state or federal law may be granted only in those cases where an employee's record of service makes it desirable for the City to recognize such service, even at the cost of some inconvenience to the City. The factors which will be considered in evaluating requests for unpaid leaves of absence include, but are not limited to, whether the employee has accrued paid leaves, and prior discipline and counseling received by the employee.

The employee shall submit a written request for an unpaid leave of absence to the Police Chief. In the exercise of his discretion, the Police Chief shall approve or deny an application, and shall notify the employee in writing.

A leave of absence without pay up to ninety (90) calendar days in any one calendar year may be granted by the Police Chief and the Personnel Officer. A leave of absence without pay in excess of ninety (90) calendar days must be approved by the Personnel Officer.

Leaves of absence without pay, other than for illness or injury, may not exceed one hundred eighty (180) calendar days during any three (3) calendar year period. The Police Chief and the Personnel Officer may grant an unpaid medical leave of absence for a maximum period of one (1) year for a bona fide illness or injury. Before being granted an unpaid leave of absence due to illness or injury, an employee must utilize all sick leave; and may, but shall not be required to, use vacation leave.

In the event that an employee has no eligible leave to cover an absence from work, authorized or

unauthorized, the Police Chief and the Personnel Officer may approve the short-term leave with due consideration of the employee's work record.

In the event an unpaid leave of absence does not result in a break in service, the employee's Anniversary Date for purposes of salary step increases shall be delayed for the period of absence; and during the period of absence the employee shall not accrue other benefits, such as, but not limited to seniority, vacation leave, holiday leave, and sick leave.

SECTION 8. JOB RELATED INJURY OR ILLNESS

Employees in the Unit are eligible to receive continuation of salary and benefits in accordance with Labor Code section 4850.

ARTICLE V GRIEVANCE PROCEDURES

The City's Grievance Procedures are outlined in Section 12 of the City's Rules & Regulations for the Administration of Civil Service Procedures, Resolution No. 6377, adopted on June 24, 1997, as amended by Resolution No. 6871, adopted on February 24, 2003, and Resolution No. 7038, adopted on January 11, 2005.

The parties agree to retain the services of an Administrative Law Judge (ALJ) through the Office of Administrative Hearings (OAH) to conduct Step 4 Grievance review and provide a written decision in place of the City's Civil Service Commission, with all other aspects of the grievance hearing remaining the same. The City and the Association shall share the costs of using the ALJ and OAH equally, with each side paying their share as and when required by the neutral, third-party or the OAH. If either party wishes to have a court reporter document the proceedings, then that party shall bear the cost of such court reporter. In the event that both parties wish to have a court reporter document the proceedings, then the parties shall split the cost of such court reporter. Absent alternative agreement between the parties, each party shall bear the costs of any transcript(s), if requested.

ARTICLE VI DISCIPLINARY PROCEDURES

The City's Disciplinary Procedures are outlined in Section 11 of the City's Rules & Regulations for the Administration of Civil Service Procedures, Resolution No. 6377, adopted on June 24, 1997, as amended by Resolution No. 6871, adopted on February 24, 2003, and Resolution No. 7038, adopted on January 11, 2005.

The parties agree to retain the services of an Administrative Law Judge (ALJ) through the Office of Administrative Hearings (OAH) to conduct the disciplinary action appeal and provide a written decision in place of the City's Civil Service Commission, with all other aspects of the disciplinary hearing remaining the same. The City shall bear the costs of contracting with OAH and using the ALJ. City shall also bear the cost of any court reporter, transcripts or similar recording. No

employee shall ever be required to pay any cost of a disciplinary appeal except for their own representation and/or legal counsel.

ARTICLE VII LAYOFF PROCEDURES

SECTION 1. LAYOFF PROCEDURES

1.1 Layoff

The City Council or City Manager may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. If the reduction in force is necessary for economic reasons, as a general law city, the City shall observe the seniority rule per Government Code Section 45100 in putting the reduction into effect. The City shall give employees covered by this MOU not less than fifteen (15) calendar days advance notice of lay-off and the reason therefore. However, no full-time employee shall be separated from a department while regular part-time or hourly employees are serving in the same positions in the department.

1.2 Bumping Rights

The employee laid-off shall be entitled to bump to the position in a class in which they currently or formerly held a permanent appointment and in which there is an employee with less seniority in the class, if physically and mentally able to perform the duties of the former class. After the City has notified the affected employee and also the position available to the employee, if any, to bump, they must notify the Personnel Officer of their intent to exercise the bumping rights within fourteen (14) calendar days of the position and classification in the City which they intend to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person who is laid off. The employee bumped shall be considered as laid-off for the same reason as the person who bumped them and shall in the same manner be eligible to bump to a position in a class within the City in which they formally had a permanent position.

1.3 Appointment of Laid-Off Employees to Lower Class

The City Manager may approve the appointment of an employee who is to be laid-off to an existing vacancy in a lower class for which they are qualified without requiring an examination, provided the appropriate appointing authority so appoints.

1.4 Applicability

These provisions shall apply to all classified positions but shall not apply to unclassified, probationary, hourly, and temporary positions.

1.5 Lay-off List

The lay-off list shall consist of those employees laid-off in the classification ranked in order of seniority. If there is a classification of a lower rank in the same classification series as the position from which the employee was laid-off, that employee's name shall be placed on the lay-off list for each such lower ranked classification.

A laid-off employee shall retain re-employment rights to the classification from which they were laid-off irrespective of their acceptance of reemployment at a lesser rank.

1.6 No Probation and Evaluation of Bumped Employee

Employees who bump or are bumped shall not be required to serve a probationary period and shall be evaluated using the same criteria and process as other fully vested and tenured employees.

The City's labor relations representatives and the Association's representatives have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Association and have reached agreements which are set forth in this MOU. This MOU, when executed by the City labor relations representatives and the Association representatives, constitutes a joint recommendation therefrom, after ratification of the Association membership, to be submitted to the City Council for its determination and approval by resolution, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until approved and adopted by a resolution of the City Council.

[Signatures on Next Page]

**Memorandum of Understanding between the City of South Gate and
the South Gate Police Management Association**

~Signature page~

The City and the Association acknowledge that this Agreement is entered into as of the 22nd day of August, 2023 and is subject to it being executed by authorized representatives.

CITY OF SOUTH GATE:


By: 
Maria del Pilar Avalos, Mayor

Date: 08/29/2023

**SOUTH GATE POLICE
MANAGEMENT ASSOCIATION:**

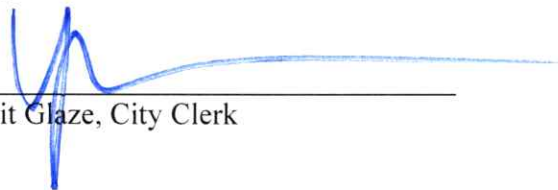
By: 
Carlos Corella, President

Date: 7-27-23

By: 
Manuel Arana, Treasurer


Date: 07-27-23

ATTEST:

By: 
Yodit Glaze, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**MOU APPENDIX A
RANGES, STEPS, AND JOB TITLES
Pay Plan Category B – South Gate Police Management Association**

Salary tables with effective dates attached as follows:

Appendix A1 – effective pay period starting July 30, 2022

Appendix A2 – effective July 1, 2023

Appendix A2 – effective July 1, 2024

SALARY PAY TABLE
PAY PLAN CATEGORY B - SOUTH GATE POLICE MANAGEMENT ASSOCIATION
EFFECTIVE 7-31-2022
7.9% INCREASE

GRADE	ANNUAL SALARY	MONTHLY SALARY	HOURLY RATE	POSITION
31	147,622	12,302	70.97	POLICE SERGEANT
35	171,241	14,270	82.33	POLICE LIEUTENANT
36	191,790	15,983	92.21	POLICE CAPTAIN
37	195,390	16,283	93.94	POLICE CAPTAIN IN CHARGE

SALARY PAY TABLE
PAY PLAN CATEGORY B - SOUTH GATE POLICE MANAGEMENT ASSOCIATION
EFFECTIVE 7-1-2023
4.0% INCREASE

RANGE	MINIMUM	MAXIMUM	HOURLY	POSITION
31	153,527	12,794	73.81	POLICE SERGEANT
35	178,091	14,841	85.62	POLICE LIEUTENANT
36	199,462	16,622	95.90	POLICE CAPTAIN
37	203,062	16,922	97.63	POLICE CAPTAIN IN CHARGE

SALARY PAY TABLE
PAY PLAN CATEGORY B - SOUTH GATE POLICE MANAGEMENT ASSOCIATION
EFFECTIVE 7-1-2024
4.0% INCREASE

RANGE	MINIMUM	MAXIMUM	HOURS	POSITION
31	159,668	13,306	76.76	POLICE SERGEANT
35	185,215	15,435	89.05	POLICE LIEUTENANT
36	207,441	17,287	99.73	POLICE CAPTAIN
37	211,041	17,587	101.46	POLICE CAPTAIN IN CHARGE