

7/1/89 - 4/30/90

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE'S DESIGNEE
AND THE
SOUTH GATE POLICE MANAGEMENT ASSOCIATION**

This Memorandum of Understanding made this 14th day of August, 1989, for the purposes of reference only and effective to the extent of its terms on the last day executed by the parties, is entered into with reference to the following facts:

W I T N E S S E T H:

WHEREAS, the South Gate Police Management Association, hereinafter called the "Association", 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 as "All employees within the classifications of Lieutenants and Captains in the Police Department"; and

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

NOW, THEREFORE, the City Representative's Designee and the South Gate Police Management Association hereby agree as follows:

SECTION 1. The City Representative's Designee will recommend to the City Council of South Gate for its sole determination and implementation, by such documentation as City deems necessary, the following changes in wages, hours, and other conditions of employment:

A. **WAGES.** That effective July 2, 1989, rates of pay for bargaining unit employees shall be increased as listed on exhibit "A".

B. **MEDICAL INSURANCE.** The medical benefits for the Association shall be changed as proposed in the June 15, 1989 Council agenda report, page 1. (See Exhibit "B").

The employees will not be charged any increased costs in the current plans except as noted below:

" The employees in the unit will be covered by the medical plans up to the current (89/90) rates only and co-payments are as follows:

<u>Ins. Co.</u>	<u>Empl.</u>	<u>Empl. +1</u>	<u>Empl. +2</u>
Kaiser	-0-	\$10	\$10
FHP (HMO)	-0-	\$10	\$10
FHP (Indemnity)	\$5	\$10	\$25
Cigna*	-0-	\$11	\$11

*Until deletion on 9/1/89

C. **DENTAL.** The FHP Dental and Safeguard Dental Insurance will be provided to employees at no cost for the life of this agreement as follows:

" The employees in the unit will be covered by the Dental plans up to the current (89/90) rates only."

D. **LIFE.** No change in the current benefits.

E. **LANGUAGE CHANGES.** (See Exhibit "C" for changes.)

F. **UNIFORMS.** There will be no change in the uniform allowance of \$500 per year, and the City shall continue to pay the PERS cost.

G. **CAPTAIN'S VEHICLE.** The new Captain shall be provided with the same benefit as other Captains regarding the use of a City Car. All existing rules apply to the new Captain.

H. **COMPENSATORY TIME-OFF/ADMINISTRATIVE LEAVE.** Lieutenants in the Patrol Division will continue to use the present Comp-time policy (see Exhibit "D"). Effective July 2, 1989, the Detective Bureau Lieutenant and the Captains shall be

provided (in lieu of the comp time policy) twenty-four (24) hours of Administrative Leave at the beginning of each fiscal year. Any new employees shall be provided a prorated amount of leave based on the remaining months of the fiscal year. There shall be no limit to the accumulation of administrative leave and the unused balance is vested upon termination.

I. SENIOR OFFICER PAY. Effective July 2, 1989, Association shall be provided senior officer pay (as calculated in Exhibit "A") in the following manner:

" Any Police Lieutenant or Police Captain with 12 or more years of continuous sworn service for the City of South Gate will be provided with additional pay in the amount of 2% of the employee's gross pay."

J. ANNUAL PAYOFF OF VACATION OR HOLIDAY LEAVE: The City shall allow the following payoff of vacation or holiday leave time:

" If an employee is (a) at a point of exceeding the maximum allowable accrued vacation leave, or (b) at the end of the fiscal year with a remaining balance of holiday leave, then, with the approval of the Department Head and the Chief Administrative Officer, an employee may convert up to 50 hours per fiscal year of earned Vacation and/or Holiday leave to a cash payment."

K. 9% PERS SALARY CREDIT (CHIEF'S BENEFITS): The Personnel Officer shall study the effect of providing the benefit known as the "Chief's PERS Benefit" and will meet with the Association on or before November 1, 1989 to continue discussions regarding said benefit, including the results of the study.

L. DEFERRED COMPENSATION PROGRAMS. (See Exhibit "E")

M. EDUCATIONAL REIMBURSEMENT PROGRAM. (See Exhibit "E")

SECTION 2. The Association promises and warrants, that upon acceptance of the aforementioned recommendations of the City's

Representative's Designee by the City Council, its members will provide service to the City upon the terms and conditions herein stated.

SECTION 3. This Memorandum of understanding shall become effective on July 1, 1989 unless otherwise provided for herein, and shall remain in full force and effect until midnight June 30, 1990.

SECTION 4. Subject to the provisions of this Agreement, the parties hereto do hereby agree and acknowledge that the City shall retain all of its usual rights and responsibilities including, but not limited to, those set forth in Section 5 of Resolution No. 4508, a resolution known as the "Employer-Employee Relations Resolution".

SECTION 5. It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable federal or state wage and salary control laws and regulations as well as all other applicable federal and state laws and regulations. If any part of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Memorandum of Understanding shall remain in full force and effect.

SOUTH GATE POLICE
MANAGEMENT ASSOCIATION

BY [Signature]

BY [Signature]

BY [Signature]

BY [Signature]

DATED: 8-14-89

[Signature]
[Signature]

MUNICIPAL EMPLOYEE RELATIONS
REPRESENTATIVE'S DESIGNEE

[Signature]

BARGAINING TEAM MEMBERS

DATED: 8/14/89

SALARY RANGES
POLICE MANAGEMENT ASSOCIATION
EFFECTIVE 7/2/89

MONTHLY RATES

STEP	A	B	C
Regular Pay			
Lieutenant	4703	4912	5016
Captain	5267	5392	5518
Senior Officer Pay			
Lieutenant	4797	5010	5116
Captain	5372	5500	5628
Captain in Charge			
Captain (+100)	5367	5492	5618
Senior Officer Pay w/ Captain in Charge	5474	5602	5730

CITY OF SOUTH GATE
COUNCIL AGENDA REPORT

DATE: JUNE 15, 1989 MEETING DATE: JUNE 26, 1989
TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: BRUCE C. SPRAGG, CHIEF ADMINISTRATIVE OFFICER
SUBJECT: Renewal of Health Insurance programs - FHP HMO, FHP Indemnity, FHP Life, FHP Dental, Kaiser, Safeguard Dental, CPHP, PCS and the deletion of Cigna.

RECOMMENDATION: That the City Council authorize the CAO to renew the FHP HMO, FHP Indemnity, FHP Life, FHP Dental, Kaiser, Safeguard Dental, CPHP, PCS, with the new rate increases, as stated below, and delete Cigna, subject to negotiations with bargaining units.

Specific Changes Recommended:

Plan	Changes
MEDICAL	
FHP Indemnity (w/CPHP & PCS)	Increase Benefits, change monthly cost to employees, as follows: Empl. \$5, Empl. +1 \$10, Empl. +2 \$25
FHP HMO	Add monthly cost to employees, as follows: Empl. \$0, Empl.+1 \$10, Empl.+2 \$10.
Kaiser	Add monthly cost to employees, as follows: Empl. \$0, Empl.+1 \$10, Empl.+2 \$10.
Cigna	Delete plan; all enrollees to choose between the FHP plans and remain there until the 1990 insurance open enrollment.
DENTAL	
FHP	No change
Safeguard	No change
LIFE	
FHP	No change

OTHER ITEMS

- a. Continue new hires to choose only from the FHP medical plans.
- b. Reconvene the Insurance Committee in April of 1990 to continue to study the City's health insurance problem.
- c. Provide a new benefit for employees at a maximum cost of \$5 per month per employee for a pre-tax medical savings plan with employees making a contribution. (similar to deferred comp)

FISCAL IMPACT: In the 1989-90 budget staff budgeted 10% for rate increases for medical and dental insurance coverage. Due to

PREPARED BY: Gary A. Bacock, Personnel Officer

[GAB 23-1-1]

LANGUAGE CHANGES

PROBATION PERIOD: The probation period language shall be amended as follows; "Any appointment to a classified position from an eligible list shall be subject to a probationary period of one year of actual work time, including earned Holiday leave to total 2080 hours, before an appointee shall acquire a permanent civil service status in the position."

LEAVE OF ABSENCE POLICY - This policy shall be amended as follows:

"LEAVES OF ABSENCE: A leave of absence for an extended period of time, with and/or without paid leave (including SDI coordination of benefits) may be granted, even at some inconvenience to the City, with the following considerations and limitations:

Maternity Leave: The application of a maternity leave policy is subject to applicable State and Federal laws and the departmental needs. Each department may establish a standard leave period regulating types of accrued paid leave and non-paid leave that may be used, however the minimum allowable maternity leave (with eligible paid leave and/or non-paid leave) shall be ninety (90) calendar days, with due consideration for medical complications. The employee may also request less than 90 days off work if desired.

Leave Without Pay: A leave of absence without pay, up to ninety (90) calendar days in any calendar year, may be granted upon the approval of the Department Head and the Personnel Officer. Leaves of absence in excess of ninety (90) calendar days must be approved by the Personnel Officer, provided, however, that for leaves of absence other than for illness or injury during any three (3) calendar year period shall not exceed one hundred eighty (180) calendar days. In the case of a bona fide illness or injury, a medical leave may be granted up to a maximum of one (1) year upon the approval of the Department Head and the Personnel Officer. In the event that an employee has no eligible leave to cover an absence from work, authorized or unauthorized, the Department Head and the Personnel Officer may approve the short term leave with due consideration of the employee's work record (with possible counseling or discipline considerations). All applications for leaves of absence without pay shall be submitted to the Personnel Officer on a Personnel Transaction Form.

Catastrophic Illness/Injury: If an employee is diagnosed by a qualified Doctor of Medicine to have a catastrophic illness (in a state of total disability from cancer, heart attack, AIDS, etc.) or has a catastrophic injury (an injury that totally disables an employee for an extended period of time), the employee may be entitled to extended health benefit coverage (Medical, Dental, & Life ins.) provided by the City (in the same fashion normally provided to the employee). This benefit requires the approval of the Department Head and Personnel Officer, and is applicable when the employee's leave benefits are exhausted, under the following formula:

<u>Years of Full-Time City Service</u>	<u>Months of Continued Coverage</u>
After (2) years	= 3 months
After (4) years	= 6 months
After (7) years	= 9 months
After (10) years	= 12 months

SECTION 89 CONSIDERATIONS: The City shall comply with IRS Section 89 requirements as mandated by Congress and, should there be any changes regarding said implementation which would require meet and confer, then the City shall notify the Association immediately.

PAY INCREASE IMPLEMENTATION: The City shall make payroll changes for step increases, pay increases, and other compensation changes at the start of the nearest pay period, subject to the Personnel Officer's approval and/or adjustment (due to special circumstances).

SUBSTANCE ABUSE POLICY/DRUG FREE WORKPLACE POLICY/EMPLOYEE ASSISTANCE PROGRAM: The City shall adopt a substance abuse policy/drug free workplace policy/employee assistance program in compliance with federal regulations. The specific language shall be developed by staff and reviewed with and/or modified by all employee associations. Due consideration will be made in regards to the assistance and rehabilitation of an employee with a substance abuse problem. The finalized document will be submitted to the City Council within the 1989/90 fiscal year.

The Drug Free Workplace sample language submitted by MEA (from the City of Redondo Beach) shall be the guide for addressing the complete policy involving Substance Abuse Policy/Drug Free Workplace Policy/Employee Assistance Program.

SMOKE FREE ENVIRONMENT POLICY: The City shall adopt, after appropriate meet and confer, a policy which will promote a smoke free environment (a working environment free from tobacco smoke) for employees.

DISCIPLINE PROCEDURE: The discipline procedure shall be amended as follows:

"11.2.3 REPRIMAND/WARNINGS. A written reprimand or written warning is part of the discipline process when an action or series of actions by an employee does not warrant discipline as noted in sections 11.2.1 and 11.2.2, however does warrant written notation for corrective purposes. A Supervisor (or appropriate management personnel) may issue a written reprimand or written warning to an employee for one or more of the causes for discipline specified in these rules. The issuing authority shall include in the document a "sunset" clause (removal date from personnel file) of eighteen (18) months, if, the employee's work record justifies said clause, the employee has no further written reprimands/warnings or further discipline in said time period, and after said period the employee makes a written request to the Department Head for removal of said document from the employees personnel files.

The Written reprimand or warning shall only be reviewed as follows:

11.2.3.1 After receipt of written reprimand or written warning, the employee may request a review of said

document to the issuing authority within five (5) working days. Said review may include an oral response and/or a written response. The issuing authority's decision may be to rescind the document, to modify the document, or to attach the employee's written response to the document with no change in content. The employee shall be notified, orally or in writing, of the decision of the issuing authority.

11.2.3.2 The employee may request that said decision be reviewed by the Department Head, if applicable, within five (5) days after said notification. The same review process shall be conducted as stated in section 11.2.3.1.

11.2.3.3 The employee may request that the above decision be reviewed by the Personnel Officer, within five (5) days after said notification. The same review process shall be conducted as stated in section 11.2.3.1. The decision of the Personnel Officer shall be final with no further review of the reprimand or warning. "

The City shall also amend section 11, subsection 11.4.1 Appeal to Personnel Officer as follows:

"...The Personnel Officer shall conduct a hearing not more than ten (10) working days after receipt of an appeal and issue a written decision after the hearing and a copy shall be given to the employee. The Personnel Officer shall issue said decision within 30 calendar days after the hearing."

GRIEVANCE PROCEDURE CHANGES: The Grievance procedure shall be amended as follows:

"12.2 Procedure

Step 1. A grievance may be initiated in this Step by an employee or group of employees by presenting the grievance orally to the immediate supervisor of the employee or employees involved. The grievance must be submitted to said supervisor within fifteen (15) working days following the occurrence of the event upon which the grievance is based. The supervisor will give an oral answer to the employee or employees involved within no more than fifteen (15) working days after the grievance was orally presented.

**COMPENSATORY TIME POLICY
DIVISION MANAGEMENT AND POLICE MANAGEMENT BARGAINING UNITS**

A. **Basic Right.** Subject to the general limitations set forth in paragraph (C), an employee who is a member of the bargaining unit represented by the Professional and Mid-Management Association (herein, "a comp-time employee") shall be entitled to be absent from employment during the normal hours of employment for the number of hours calculated in paragraph (b) (herein, "compensatory time earned").

B. **"Compensatory Time Earned"** A "comp-time employee" shall earn one compensatory hour, or portion thereof (in quarter hour increments), for every hour, or portion thereof, during a day that said employee works, at the direction and under the authority of his Department Head (or the authority of the Chief Administrative Officer in the Department Head's absence) obtained in advance and approved under such procedures as the Personnel Officer shall specify, over eight hours (not including lunches or breaks or dinners) for the City, subject to the following mutually exclusive exceptions:

1. **Free Hour Exception.** No compensatory time shall be earned for work performed one hour before or after the commencement or conclusion of the normal work shift of the comp-time employee unless:

a. The employee is working on a recognized City Holiday; or,

b. There is one or more vacancies in a classification which said position requires skills similar to, or related to, the skills required of the comp-time employee, and, in the judgement of the Department Head, acknowledged by same in advance, the employee is required to work the additional hour before or after the normal work shift because of work assigned to said employee which would not have been so assigned had the vacant position or positions been filled.

2. **Night Meeting Rule.** No compensatory time shall be earned for work performed between the conclusion of the normal work day for the comp-time employee and the commencement of a meeting later that day unless:

a. The employee is doing preparatory work for the meeting under the direction of the Department Head; or

b. The employee has been specifically authorized by the Department Head.

C. **General Limitations.**

1. **On the earning of Compensatory Time.** The earning of compensatory time is limited in the following regards;

a. **60 Hour per Quarter Earning Limit.** A comp-time employee may not earn more than sixty (60) hours of compensatory time in one City fiscal quarter (e.g. July 1 to September 30).

2. **On the Exercise of Compensatory Time.** The exercise of compensatory time is limited in the following regards;

- a. Written request form approved by employee department head or CAO in the department head's absence.
- b. 60 Hour per Quarter Time Off Limit. Notwithstanding the right herein granted, a comp-time employee may not be absent for more than sixty (60) hours during any one City fiscal quarter (e.g., July 1 to September 30.)
- c. No carryover permitted. Notwithstanding the right herein granted, any hours of compensatory time earned during a city fiscal quarter by a comp-time employee not exercised during the same City fiscal quarter are deleted from the credit of the employee unless;
 - (1) The compensatory hours were earned within two weeks of the conclusion of a city fiscal quarter in which case the compensatory hours so earned may be exercised in the subsequent fiscal quarter; or,
 - (2) The comp-time employee has scheduled in writing the exercise of his or her compensatory time off within the City fiscal quarter, but due to the excessive workload of the employee and with the directive of the Department Head not to take the compensatory time off as scheduled, the comp-time employee may carry-over the compensatory time so scheduled for one City fiscal quarter if said request is approved by the Personnel Officer prior to the start of the new quarter.
- d. Scheduling Limits. The exercise of compensatory time shall be at such time as may be scheduled with the concurrence of the Department Head one week in advance, unless and to the extent that such advance scheduling is waived by the Department Head.
- e. Non-Compensable Upon Termination. The nature of this right is such that it is exercisable only by the entitled employee taking time off from his normal work week. As such, all compensatory time accrued to the credit of a comp-time employee at the termination of said employee prior to exercise, shall be deleted from said employee's compensatory time account, and no monetary compensation shall be paid in lieu thereof.

**DEFERRED COMPENSATION/EDUCATIONAL REIMBURSEMENT
PROGRAM CHANGES**

DEFERRED COMPENSATION:

A. NEW PLAN - The City currently offers one deferred compensation plan to employees and said plan offers a savings plan only. The City will now offer to employees, at their expense, a new plan that will offer multiple investment options. An open enrollment shall take place once the plan is established and the anticipated time for said enrollment is late August or early September.

B. PRE-TAX FUNDING FOR POST RETIREMENT MEDICAL EXPENSES - The City will establish an optional plan for deferred compensation to be placed in an account for post retirement medical expenses. The maximum cost to the City shall be the initial start up fee (\$500), the annual fee (currently \$600), and the individual's cost of the plan (currently \$2.00 per month). An open enrollment shall take place once the plan is established and the anticipated time for said enrollment is late August or early September.

EDUCATIONAL REIMBURSEMENT PROGRAM - The City will modify the language of the current educational reimbursement procedure and the City will also change the benefit of the program to include:

1. Restating the current maximum reimbursement of up to the Cal State University System, or \$2,000 maximum per year, with the continued commitment to the City of 1 year of employment after the completion of the course to earn said benefit, otherwise the employee shall reimburse the City the unearned portion of the benefit; and,
2. Adding a new maximum for private universities of up to \$3,000 per year with the continued commitment to the City of 2 years of employment after the completion of the course to earn said benefit, otherwise the employee shall reimburse the City the unearned portion of the benefit.