

01/13/93

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

This Memorandum of Understanding made this 6th day of January, 1993, 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) (8.2.2) 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 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 terms of agreement, wages, hours, and other conditions of employment:

- A. TERM OF AGREEMENT.** The term of this agreement shall be two (2) years commencing on July 1, 1992 and terminating on June 30, 1994.
- B. WAGES.** Salaries shall be frozen during the first year of the agreement, except as set forth in Section I-C below. A salary increase of 2% across the board will become effective on June 27, 1993.
- C. MERIT BASED STEP INCREASE.** The current system of automatic salary step increases will be replaced with a merit-based procedure. Advancement to a higher step will be contingent upon overall satisfactory or exemplary

performance. All employees will be placed on the same evaluation schedule with either annual or semi-annual evaluations. Should a supervisor fail to complete an evaluation through no fault of the employee, the employee will automatically receive any regularly scheduled increase. The new system will also provide for a special merit increase of two (2) steps for outstanding job performance up to the top of the salary range. This program would require a supervisor to take affirmative action to withhold a salary step increase, with this action to be approved by the Department Head. It may be reviewed by the Personnel Officer if the employee requests. Further, if a supervisor rates an employee unsatisfactory and fails to withhold a step increase, the supervisor shall be required to justify the lack of action. Merit increases must be recommended by the employee's supervisor and approved by the Department Head. Withholding a salary increase is an administrative action, and not disciplinary, and therefore is not subject to appeal to the Civil Service Commission. When an employee is given an unsatisfactory performance evaluation, and a salary step withheld, the employee and the supervisor shall meet and establish written goals and a plan to improve the performance. When employee meets goals of the performance improvement plan the employee will then earn the step increase. The implementation of this new system will be accomplished in two phases. The first phase will involve development of the new performance evaluation system, including forms, procedures, scheduling and administration of training. The second phase, which involves the advancement to a higher salary step being contingent upon overall satisfactory or exemplary performance, will become effective one year from the date the City Council approves the Memorandum of Understanding.

- D. **SICK LEAVE PROGRAM.** Sick leave accrual shall remain unlimited. However, sick leave "payoff" shall be limited to 600 hours for all employees hired after January 1, 1993. Language changes regarding administration of the sick leave program have been distributed and discussed.
- E. **SICK LEAVE ADVANCES.** The City will no longer provide advances in sick leave when an employee has depleted his/her sick leave balance.
- F. **HEALTH INSURANCE.** The City will provide an amount for health insurance up to that described below. These amounts are designed to absorb any rate increase assessed this year.

CITY CONTRIBUTION

	<u>Current</u>
Employee	\$185.50
Employee +1	\$328.60
Employee +2	\$455.80

On August 1, 1993, the City will pay an amount for health insurance premiums which is equivalent to the rate for Kaiser which is in effect at that date. Employees who select more expensive plans will be responsible for any difference in premiums. The City will provide \$100 per month in deferred compensation to those employees who do not purchase health insurance.

- G. **DENTAL INSURANCE.** The City will provide an amount for dental insurance up to that described below. This will enable those employees who select a pre-paid plan to have their premium fully paid by the City.

CITY CONTRIBUTION

	<u>Current</u>
Employee	\$14.88
Employee + 1	\$28.57
Employee + 2	\$35.41

On July 1, 1993, the City will pay an amount for dental insurance premiums which is equivalent to the rate for the pre-paid plan which is in effect at that date. Employees who select more expensive plans will be responsible for any difference in premiums. The City will provide \$10.00 per month in deferred compensation to those employees who do not purchase dental insurance.

- H. **EDUCATIONAL REIMBURSEMENT.** The City will establish a maximum reimbursement of \$2,000 per year to include tuition, books and supplies. A formal application procedure has been outlined.

- I. **WORK SCHEDULES.** Effective February 7, 1993 and terminating June 25, 1994, a 3/12 compressed work week schedule will be established for certain safety personnel (police). Remaining full-time personnel shall be placed on a 4/10 work schedule. There will be no change in current leave time accrual schedules. This new compressed work week schedule shall become effective on February 27, 1993. On June 26, 1994 the work schedule for safety personnel shall automatically revert to the schedule in effect prior to February 7, 1993. For employees who observe holidays, when a holiday falls on a day off, that 8 hours shall be credited to a floating holiday. When a holiday falls on a work day, 10 hours shall be charged against holiday accrual. City agrees to provide status reports regarding the progress of the program by January 1, 1994.

There will be an additional 16 hours of holiday time added for the life of the agreement only. One 10 hour holiday shall be observed on Washington's birthday, February 22, 1993. The remaining six hours must be used by December 31, 1993.

- J. RIDE SHARE.** All Ride Share incentives may cease upon implementation of new 4/10 work schedule.
- K. DRUG FREE WORKPLACE POLICY.** A new drug free workplace policy shall be in effect.
1. In the event that an employee takes an unpaid leave of absence for rehabilitation from drug or alcohol use the City will continue payment of medical insurance premiums for three (3) months, with provision for an extension of a second three (3) month period, contingent upon satisfactory progress in the program, and approval of the Department Head and the Personnel Officer.
- L. PAY FOR JURY DUTY.** All employees who are called for Jury Duty shall be entitled to a maximum of ten (10) days at full salary. Court pay must be submitted to the City. Should an employee, through no fault of his/her own, be required to serve beyond ten (10) days, that employee would receive full salary for the leave upon approval of the City Manager. The employee is obligated to inform the Judge that City policy is to only pay for ten (10) days service; and having done so, if the Judge erroneously estimates the trial length, upon approval of the City Manager, the employee would receive their full salary.
- M. MILEAGE ALLOWANCE.** The City shall increase the payment for use of personal vehicle for City business from 21 cents per mile to the rate currently approved by the IRS (28 cents per mile).
- N. VACATION ACCRUAL.** The City shall increase the maximum allowable vacation accrual from 200 hours to 240 hours.
- O. BONUS PAY: POLICE LIEUTENANTS.** Effective October 10, 1990, the City established a special benefit for this bargaining unit, which is known as "Bonus Time". This benefit established a limit of 950 hours combined total for all Lieutenants. Lieutenants can be paid at straight time, for the eligible time, which involves the filling of vacant watch commander duties, in blocks of four (4) hours, and does not include miscellaneous pre-shift or post-shift time. This benefit will continue during the life of this agreement and expires June 30, 1994.
- P. PROTECTION CLAUSE.** Should any other bargaining unit sign a Memorandum of Understanding with the City after this date, or should the City impose a last offer upon any bargaining unit after this date during the life of this contract, and that unit receives a salary increase, then that salary increase shall also be granted to the Police Management Association. Should the Police Officers' Association, or any classification represented by the P.O.A., or

Department Heads receive any additional benefits during the life of this contract, then that benefit shall also be granted to the Police Management Association. With the exception noted as follows: Should the P.O.A. receive bilingual pay, this benefit shall not be provided to the P.M.A.

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, 1992 and shall remain in effect until midnight June 30, 1994.

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 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 Russell D. Beecher

By [Signature]

By [Signature]

Dated: 1/8/93

MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE'S DESIGNEE

Robert E. Turner

Robert E. Turner, Chief Negotiator

Dated: 1/8/93