

**AMENDMENT NO. 1 TO CONTRACT NO. 3061 -
THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH GATE AND
THE SOUTH GATE POLICE OFFICERS' ASSOCIATION**

This Amendment No. 1 to Contract No. 3061, the 2014-15 Memorandum of Understanding ("Amendment"), is dated February 9, 2016, by and between the City of South Gate and the South Gate Police Officers' Association.

RECITALS

A. The City of South Gate ("City") has recognized and continues to recognize the South Gate Police Officers' Association, (the "Association" or "POA"), as the duly recognized employee organization for its members employed by the City of South Gate in an employee group defined by Resolution No. 4508 (Employer-Employee Relations Resolution) (8.2.1) of the City Council of South Gate as "All sworn employees in the Police Department except Management and Confidential Employees."

B. The City and POA previously entered into a Memorandum of Understanding ("MOU"), dated November 25, 2014, for the period July 1, 2014 through June 30, 2015, which set forth the wages, hours and other terms and conditions of employment for employees in the South Gate Police Officers' Association.

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

D. The City's Representatives and the Association have successfully met and conferred in good faith to negotiate this Amendment to the current MOU pursuant to both the Meyers-Milias-Brown Act ("MMBA") (Government Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution ("Resolution No. 4508"), and have jointly prepared and executed this Amendment which reflects the agreed-upon modified terms of, and additional new terms to, the existing MOU. All terms and conditions of the existing MOU shall continue unless expressly modified herein.

E. The City and the Association desire to amend the current MOU as provided herein.

AGREEMENT

ARTICLE I

GENERAL PROVISIONS

This Section 3 replaces and supersedes Section 3 of the 2014-15 MOU:

SECTION 3 TERM [12/14]

The term of this MOU, as amended herein, shall be extended through June 30, 2017.

The Amendment No. 1 to 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.

ARTICLE II

SALARY & ALLOWANCES

These Subsections C, D and E are hereby added to Article II, Section 2 of the 2014-15 MOU:

SECTION 2 WAGES [12/14]

C. 2014-15: The City and the Association agree there will be no wage increases during this fiscal year.

D. 2015-16: Effective February 7, 2016, the base salary for each job classification and/or position covered by this MOU will be increased by 3.9%.

E. 2016-17: Effective June 26, 2016, the base salary for each job classification and/or position covered by this MOU will be increased by an additional 3.9%.

This Subsection B replaces and supersedes Subsection B of Article II, Section 5 of the 2014-15 MOU:

SECTION 5 OTHER PAY

B. SPECIAL ASSIGNMENT PAY

Police Officers assigned by the Chief of Police to the Special Assignment indicated below, shall receive Special Assignment Pay of five percent (5%) in addition to their Unadjusted Base Salary Rate as follows:

1. Detective
2. Motorcycle Officer
3. Field Training Officer; additionally, Officers not currently assigned as a Field Training Officer (FTO) but who have completed and passed an approved Field Training Officer course and are temporarily providing services as an FTO will receive the 5% special assignment pay for the actual hours they are providing FTO services.
4. Traffic Officer
5. Canine Officer
6. Administrative Investigator
7. Crime Impact Team [12-14]

Special Assignments are held pursuant to the Police Department's rules and not separate job classifications in the City's Classified Service. [Sal. Res. 4.9]

ARTICLE IV

LEAVE POLICIES

This Subsection A replaces and supersedes Subsection A of Article IV, Section 1 of the 2014-15 MOU:

SECTION 1 HOLIDAY LEAVE

A. HOLIDAYS [94/97]

A City designated holiday consists of ten (10) hours. The City will grant one hundred twenty hours (120) of Holiday Leave per year. The following twelve (12) holidays recognized by the Parties are:

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 Sept.
Thanksgiving Day	Fourth Thursday of Nov.
Christmas Day	December 25th
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 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 may not 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.

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

ARTICLE IV

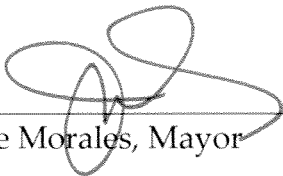
Except as modified by this Amendment No. 1 to the MOU, all existing wages, hours, and other terms and conditions of employment of employees covered by the MOU and this Amendment No. 1 shall remain in full force and effect.

**Amendment No. 1 to Contract No. 3061 -
the 2014-15 Memorandum of Understanding
between the City of South Gate and
the South Gate Police Officers' Association**

~Signature page~

The City and the Association acknowledge that this Agreement is entered into the 9th day of February 2016, and is subject to it being executed by authorized representatives.

CITY OF SOUTH GATE:



Jorge Morales, Mayor

Date: _____

2/10/16

**SOUTH GATE POLICE OFFICERS'
ASSOCIATION:**

By: _____

Its Duly Authorized Representative

Date: _____

02-17-16

By: _____

Its Duly Authorized Representative

Date: _____

02/17/16

ATTEST:



Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney