

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SOUTH GATE  
AND  
THE POLICE MANAGEMENT ASSOCIATION**

**INTENT:** This memorandum of understanding (MOU) has been reached through the process of "Meet and Confer" with the objective of fostering effective cooperation between the City and its employees.

For the purposes of this agreement, and as defined in the Employer-Employee Relations Resolution, the "City" shall be defined as the City of South Gate, a municipal corporation, represented by the Deputy City Manager/Personnel Officer and the "Union" shall be defined as the Police Management Association (PMA).

The "Union" is recognized as the majority representative for the employees in the classifications defined in the Employer-Employee Relations Resolution and subsequent amendments to the same.

**DURATION:** Both the Union and the City have agreed that the term of this agreement shall be for three (3) years commencing on July 1, 2000, and terminating on June 30, 2003, except the terms of the agreement relating to "CONTRACTING OUT POLICE SERVICES" and "PROMOTIONS." In consideration for the acceptance of this agreement, these provisions shall remain in effect for a period of ten (10) years, commencing January 1, 2001 through December 31, 2011.

**WAGES:** The Union shall receive pay rate increases in direct relationship to the Police Officers as established in past negotiations with the wording amended to read as follows:

1. Salary shall remain commensurate with that of the Police Officer's Association that will create sixteen (16) % higher base pay differential between that of a Sergeant and that of the highest paid Police Officer including all salary benefits afforded to officers, excluding overtime.
2. Salary shall remain commensurate with that of the Police Officer's Association that will create sixteen (16) % higher base pay differential between that of a Lieutenant and that of a Sergeant, excluding overtime.
3. Salary shall remain commensurate with that of the Police Officer's Association that will create sixteen (12) % higher base pay differential between that of a Captain and that of a Lieutenant, excluding overtime.

**UNIFORM ALLOWANCE:**

July 1, 2001	\$100 per year increase (from \$800 to \$900)
July 1, 2002	\$100 per year increase (from \$900 to \$1,000)

**RETIREE MEDICAL INSURANCE:**

July 1, 2001	\$25 per month increase (from \$200 to \$225)
July 1, 2002	\$25 per month increase (from \$225 to \$250)

These payments will also be made to all current retirees receiving this benefit.

#### CALPERS RETIREMENT BENEFIT:

The City will take all necessary action to cause its CalPers Safety Plan retirement contract (the Plan) for the City of South Gate to be amended to implement the benefits of Government Code Section 21362.2 to provide the 3% at 50 full formula for local police members (75001) effective June 30, 2001; and

The City shall pay the "employer contribution" to the plan at the annual rate stipulated in CalPERS up to 28.518%. The City shall not underpay the required "employer" contribution or any required annual payments that would adversely effect future "Cost Analysis Valuations" prepared by CalPERS actuaries. Any increase to the "employer" contribution that is the direct result of any underpayments by the City during the term of this agreement shall not be passed to the members of the Union.

Union employees shall pay via pre-tax payroll deduction the excess premium if, during the term of this agreement, the City's "employer contribution" premium rate increases beyond 28.518% [one (1) percent less than the Post-Amendment Post Method Change estimate of 29.518% set forth in the CalPERS "Contract Amendment Cost Analysis-Valuation Basis: June 30, 1998: Safety Plan for City of South Gate" dated December 20, 1999, copy attached as Exhibit B.]

#### OVERTIME:

Lieutenants shall receive overtime pay. Paid overtime will not be earned by Lieutenants if the overtime is two (2) hours or less and in conjunction to each Lieutenant's regular work shift.

#### ADMINISTRATIVE LEAVE:

For Captains administrative leave shall be increased from forty (40) to eighty (80) hours per year effective July 1, 2000.

#### VACATION:

The maximum accrual of vacation hours shall be increased from 260 to 300 hours effective July 1, 2000. The City will track a Union member's vacation accrual on an annual basis (based on the member's anniversary date) rather than incrementally by pay period.

Effective July 1, 2000, a Union member with fifty (50) or more accrued vacation hours may elect to cash-out fifty (50) hours of vacation on his/her anniversary date.

#### CONTRACTING OUT POLICE SERVICES:

The City agrees **not to** contract out Police Services for ten (10) years commencing January 1, 2001.

#### PROMOTIONS:

The City agrees to select future qualified Police Chiefs from within the South Gate Police Department and will take necessary action to amend the City of South Gate "Position Classification Plan" (resolution No. 3387) to include in the "Position Specifications and Attributes" of the Chief of Police the language to the effect that qualifications include "... five years of administrative experience in two (2) or more separate types of command positions at the rank of Lieutenant or above **with the South Gate Police Department.**"

MAINTENANCE OF BENEFITS:

The status of all existing salaries, benefits, and conditions of employment now enjoyed by Union members shall not be affected by this MOU, except as specifically modified by the provisions herein or by actions taken in the implementation thereof.

FEDERAL AND STATE LAWS:

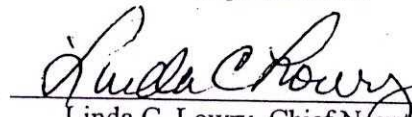
It is understood that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions herein shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict with such applicable laws 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 Agreement shall not be affected thereby.

PMA  
Negotiator

  
\_\_\_\_\_  
Martin Van Liérop, President

Date: 01-09-2001

Municipal Employee Relations  
Representative

  
\_\_\_\_\_  
Linda C. Lowry, Chief Negotiator

Date: 1-9-01

## EXHIBIT A

**TABLE 1 – PAY RATES  
EFFECTIVE 1-1-01 TO 6-30-01**

RANGE	FLAT RATE	POSITION TITLE
34	\$6,968	POLICE SERGEANT
35	\$8,082	POLICE LIEUTENANT
36	\$9,052	POLICE CAPTAIN
37	\$9,352	POLICE CAPTAIN IN CHARGE (\$300/MONTH)

**TABLE 2 – PAY RATES  
EFFECTIVE 7-1-01 TO 12-31-02**

RANGE	FLAT RATE	POSITION TITLE
34	\$6,997	POLICE SERGEANT
35	\$8,117	POLICE LIEUTENANT
36	\$9,091	POLICE CAPTAIN
37	\$9,391	POLICE CAPTAIN IN CHARGE (\$300/MONTH)

**TABLE 3 – PAY RATES  
EFFECTIVE 1-01-03 TO 6-30-03**

RANGE	FLAT RATE	POSITION TITLE
34	\$7,204	POLICE SERGEANT
35	\$8,357	POLICE LIEUTENANT
36	\$9,360	POLICE CAPTAIN
37	\$9,660	POLICE CAPTAIN IN CHARGE (\$300/MONTH)