

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF SOUTH GATE

AND THE

SOUTH GATE

POLICE OFFICERS' ASSOCIATION

JULY 1, 2017 - JUNE 30, 2021

ADOPTED BY RESOLUTION NO. 2021-24-CC

ON MAY 25, 2021

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ARTICLE I

GENERAL PROVISIONS

SECTION 1. PREAMBLE

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

This document is a good faith effort by the Association and City to consolidate decades of individual MOUs and side agreements into this one comprehensive document. It is possible that provisions of the MOUs and/or side agreements may have been inadvertently omitted in the comprehensive MOU. Therefore, each party to this MOU reserves its rights to bring to the other party’s attention a provision in a prior and still valid MOU and/or side agreement 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 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 prior MOU or side agreement or past practice as this term is defined by statutory and case law.

The sections described herein may reference dates in parentheses. Those dates are indicative of the particular MOU or side agreement from which the substance of the section is derived. Said dates are included for reference purpose only.

SECTION 2. RECOGNITION [92/93]

The Association is the duly recognized employee organization for its members employed by the City in an employee group defined by Resolution No. 4508 (Employer-Employee Relations Resolution) (Section 8.2.1) of the City Council of South Gate as “All sworn employees in the Police Department except Management and Confidential Employees.”

SECTION 3. TERM [17/21]

This Agreement shall be effective from July 1, 2017 through June 30, 2021 (4 years) and shall supersede the Amended and Restated Tentative Agreement for a Successor MOU that was approved on December 12, 2017 and the Side Letter Agreement between the City and the Association entered into on February 25, 2020. The 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.

SECTION 4. DUES DEDUCTION [17/21]

The City will continue automatic payroll deduction for the collection of Association dues 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 provide for payroll deductions on the first paycheck of each month (twelve times per calendar year). 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 [05/08]

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

SECTION 6. MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, 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).

SECTION 7. PROBATION

Probationary periods for police officers are outlined in Sections 5.7.4, 5.8.4 and 5.9.7 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.

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 [03/04]

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 agreement shall remain in full force and effect.

SECTION 10. DEFINITIONS

- A. **REGULAR RATE OF PAY.** The unadjusted base salary rate as defined in 8(b) below, plus all remuneration paid to the employee, as is required by the FLSA. For purposes of paid leave cash-outs, the Regular Rate of Pay shall exclude the ten percent (10%) Longevity Pay increase (increase from 7% to 17%) a Police Officer receives upon reaching the beginning of his/her 27th year.
- B. **UNADJUSTED BASE SALARY RATE.** The rate of pay described in salary range 28, salary steps A-E, for the classification of Police Officer and persons in the Police Officer classification represented by the Association. This rate does not include all remuneration paid to an employee and used in the Fair Labor Standards Act (FLSA).
- C. **POLICE OFFICER.** The term Police Officer 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 [17/21]

Pursuant to AB 119, effective following the date that City Council approved the tentative agreement for this MOU, i.e. November 26, 2017, 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, pursuant to AB 119, to provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address 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.

Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide the Association with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this MOU, "law enforcement-related functions" includes any City police officer. In accordance with Government Code Section 6254.3(c), the City will not provide the Association with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the Public Records Act).

ARTICLE II SALARY & ALLOWANCES

SECTION 1. WORK SCHEDULE

The 3/12.5 work schedule shall be re-evaluated on or about July 1 of each year of the Agreement. The City agrees to meet and confer with the Association regarding any proposed changes in the work schedule. [92/93; 94/97]

Police Officers assigned to Patrol (except special assignment such as motor officers, crime impact team and canine officers) shall be assigned to a 3/12.5 work schedule that consists of 3 consecutive work days of 12.5 consecutive work hours each (inclusive of paid breaks and meal periods) followed by 4 consecutive days off. Once each 28 days such employees shall work one additional shift of 10 consecutive hours (inclusive of paid breaks and meal periods).

Police Officers assigned as motor officers, crime impact team and canine officers shall be assigned a 4/10 weekly work schedule that consists of 4 consecutive work days of 10 consecutive work hours each (inclusive of paid breaks and meal periods), followed by 3 consecutive days off.

Any and all work schedules are subject to Police Officers working overtime as determined by the City.

SECTION 2. WAGES [17/21]

- A. On the paycheck dated December 28, 2017, the City provided all Police Officers a one-time, lump sum payment of five hundred dollars (\$500). The parties acknowledged that this lump-sum payment was not reportable to CalPERS because a salary increase was provided in the same fiscal year.
- B. Effective November 26, 2017, the base salary for the position of Police Officer was increased by 3.7%.
- C. Effective June 24, 2018, the base salary for the position of Police Officer was increased by 3.7%.
- D. Effective June 23, 2019, the base salary for the position of Police Officer was increased by 3.6%.

SECTION 3. LONGEVITY PAY

- A. A Police Officer shall receive Longevity Pay in addition to his/her 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 Officer will receive based on his/her 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 CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) 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. Once a City of South Gate Police Officer has completed five (5) years of continuous employment with the City, if he/she 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 Officer to receive Longevity Pay from the City.

Example: South Gate Police Officer has 5 years of continuous employment in that capacity with the City and he/she had one (1) year of prior full-time continuous service as a peace officer with another law enforcement agency, then his/her continuous years of City service would total to six (6) years and would qualify for the first level of Longevity Pay of 2%.

C. COST NEUTRALITY [Side Letter 9/25/07]

It is agreed by the parties that if the City's CalPERS rate increases beyond the 2007/08 fiscal year rate, and the increase in rates is reasonably attributable to the implementation of this Longevity Pay benefit, or that an evaluation of this Longevity Pay benefit results in a cost to the City, then the parties will meet and confer to discuss having the POA cover the additional costs so that this Longevity Pay benefit will remain cost neutral to the City. It is the parties' intention that the fiscal responsibility of any increase in cost for the Longevity Pay benefit be borne by the POA during the life of this benefit.

D. NO RETROACTIVITY [Side Letter 9/25/07]

It is agreed by the parties that Longevity Pay was implemented prospectively as of September 25, 2007. For example, if a member was already into his or her 28th year of service at the time of implementation, the benefit will not be applied retroactively to allow the member to receive this benefit for the previous year.

E. PERMISSIBLE UNDER CALPERS [Side Letter 9/25/07]

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*.

F. GRIEVANCE RE: TIMING OF THE IMPLEMENTATION OF THE 17% LONGEVITY STEP

This grievance regarding the timing of the implementation of the 17% longevity step was resolved as a result of the City taking the following actions...subsequent to the December 12, 2017 approval of the Amended and Restated Tentative Agreement, the City paid retroactive unpaid longevity pay, effective the beginning of their 27th year of continuous service, to only those Police Officers who had previously reached the beginning of their 27th year of continuous service and did not receive longevity pay for that year. In conjunction with this retroactive unpaid longevity pay, the affected Police Officers had their vacation leave balances reduced by the number of vacation leave hours they accrued during their 27th year of continuous City service.

G. GRIEVANCE RE: CREDIT FOR PRIOR FULL-TIME LAW ENFORCEMENT SERVICE WITH RESPECT TO LONGEVITY PAY

The City and the Association agree to continue to meet and confer on a regular basis until this grievance is resolved or other agreement regarding resolution is reached.

SECTION 4. BILINGUAL PREMIUM PAY [92/93; 05/08; 17/21]

Police Officers 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 dollars (\$125) per month effective November 26, 2017, in addition to their Unadjusted Base Salary Rate. 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 “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.

SECTION 5. OTHER PAY

A. P.O.S.T. CERTIFICATE PAY [00/03; Resolution No. 6454, §4.10]:

Police Officers who earn certificates from the Commission on Peace Officers Standards and Training (POST) of the California Department of Justice shall receive POST pay in addition to their Unadjusted Base Salary Rate, commencing with the start of the payroll period such certificate is earned, as follows:

| <u>POST Certificate</u> | <u>POST Pay</u> |
|-------------------------|-----------------|
| Intermediate | 5% |
| Advanced | 11% |

The POST Certificate Pay indicated above is the actual percentage a Police Officer will receive for the highest POST certificate he/she possesses. The percentages are not cumulative and shall not be added together.

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. 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. [Resolution No. 6454, §4.9]

The parties agree that Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) 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.

C. FLSA/OVERTIME

For the purpose of the overtime provisions under the Fair Labor Standards Act (FLSA), Police Officers are assigned a 7K exemption of one hundred seventy-one (171) hours in a 28-day work period; provided, however, unit employees shall be paid one and one-half times their regular rate of pay for all time spent working outside their regularly scheduled hours.

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 (1^{1/2}) the number of overtime hours worked. Employees may accrue Compensatory Time to a maximum of five hundred (500) 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 Officer's regular paycheck. [14/15]

E. OVERTIME COURT DUTY

1. Court On Call

Police Officers 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 officer may not receive compensation for being “On Call” on one case while appearing on another court case during the same day. [97/00; Resolution No. 6454, §6.4]

2. Court Appearance [**Side Letter 2/25/20**]

Police Officers 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 officer 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, the officer will be paid at time and one-half (1½) 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 Officers 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. [05/08]

G. CALLderk BACK PAY

Police Officers 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 Officers shall receive the Call Back Pay minimum one time in a twenty-four (24) hour period regardless of the number of times he/she is called to return to work. A Police Officer is entitled to Call Back Pay after the end of the assigned work shift (including any overtime he/she may have worked), plus an additional thirty (30) minute grace period after the Officer’s shift ended and after the Officer is no longer on the City’s premises. Call Back time begins when the Police Officer leaves his/her home to report directly to work, or if not at home, at such time as he/she begins to respond to the Police Department’s Call Back notification and ends upon the Police Officer being released from duty. The Police Officer’s travel time to return to work shall not exceed thirty (30) minutes. [94/97; Resolution No. 6454, §6.5]

H. 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.

SECTION 6. UNIFORM ALLOWANCE

The City shall pay to each Police Officer a uniform allowance in the amount of \$1,000 per fiscal year. Payment shall be made on or about July 1, except for new employees who shall be paid a pro-rated amount of \$83.33 per remaining complete month within 30 days after employment.

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. [82/84; 94/97; 00/03]

The City shall report to the California Public Employees' Retirement System (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 [84/86; 87/89]

Police Officers 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 officers' gender, age and physical fitness test performance. Police Officers 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 Officers 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 "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.

SECTION 8. SALARY STEP INCREASE

If an employee does not receive written notice from the Chief of Police or designee prior to the employee's anniversary date that his/her salary step increase will be withheld, the salary step

increase will automatically be made effective at the start of the pay period commencing after said anniversary date. [12/14]

ARTICLE III FRINGE BENEFITS

SECTION 1. MEDICAL, DENTAL AND VISION INSURANCE

A. MEDICAL INSURANCE [04/05]

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, he/she 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 [05/08]

The City will pay 100% of the cost of the City selected-dental PPO insurance plan premium for Police Officers and their eligible dependents. [14/15]

C. MEDICAL AND DENTAL INSURANCE OPT OUT

Police Officers 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 he/she is currently enrolled in another comparable medical insurance plan and he/she 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 Officer whose outside insurance is terminated may be eligible to enroll in CalPERS subject to then-existing rules. [90/92; 92/93]

The City will provide an employee who elects to waive his/her City dental insurance \$17.95 per month as a contribution to the employee's deferred compensation plan. [92/93]

D. VISION PLAN [14/15]

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

SECTION 2. LIFE INSURANCE [86/87; 97/00]

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. Coverage reduces after age 65 for active employees.

SECTION 3. RETIREMENT

A. Employees who are “Classic Members” as outlined below shall contribute the 9% Employee Contribution to CalPERS.

B. Employees who are “New Members” as outlined below shall contribute 50% of the applicable normal cost as member contributions to CalPERS. (G.C. Section 7522.30)

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 employees who retire from the City through CalPERS after twenty (20) years or more years as a South Gate Police Officer, and who remain so retired under

CalPERS, the City shall contribute toward the retirees' CalPERS medical insurance coverage as follows: [90-92; Resolution No. 6454, §8.1]

Retirees Prior to July 1, 2005 [Side Letter 9/25/07]

The City will reimburse Police Officers, who retired from the City prior to July 1, 2005, for the actual dollar amount CalPERS deducts from the retirees' monthly retirement checks for the CalPERS medical insurance coverage he/she selects to which the retiree was entitled to receive prior to the implementation of the Side Letter Agreement dated September 25, 2007.

Retirees on or after July 1, 2005 [Side Letter 10/1/07]

The City will reimburse retirees, who retire from the City on or after July 1, 2005, for the actual dollar amount CalPERS deducts from the retiree's monthly retirement checks for the CalPERS medical insurance coverage he/she selects up to the CalPERS Kaiser-Southern California 2-Party medical insurance premium amount. Commencing January 1, 2007 and each January 1 thereafter, the City shall increase its monthly contribution to those that retired on or after July 1, 2005 by the actual increase to the CalPERS Kaiser-Southern California 2-Party medical insurance rate, not to exceed five percent (5%) per calendar year.

Retirees who were first hired by the City on and after the date the City Council approves this MOU [12/14].

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 he/she selects, not to exceed the amount of the CalPERS Kaiser-Southern California 2-Party medical insurance monthly premium rate in effect on the date of his/her retirement. The City shall not increase this monthly fixed dollar contribution beyond this amount.

G. DEFERRED COMPENSATION 457 PLAN [17/21]

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

SECTION 4. SECTION 125 PROGRAM [90/91]

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 [84/86]

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

1. If the Police Officer resides in the South Gate City limits, they will receive a Family membership at no cost.
2. If the Police Officer resides outside the South Gate City limits, they will receive a membership for him/herself 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 Officers, 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 Officers 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 he/she 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 Officers 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 he/she received on a pro-rata basis (i.e. 1/24th for each month short of two years).

**ARTICLE IV
LEAVE POLICIES**

SECTION 1. 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 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 |
| Thanksgiving Day | Fourth Thursday of November |

Christmas Day
Holiday Break

December 25th
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 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 City employment.

SECTION 2. VACATION LEAVE

A. VACATION LEAVE ACCRUAL [84/86; 97/00]

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> Date of Hire | <u>Through end of</u> | <u>Hours Earned Annually</u> |
|-------------------------------------|-----------------------|------------------------------|
| | 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 Police Officer with another agency towards vacation leave accrual once the employee has been employed by the City for five (5) years. [05/08]

Lateral Police 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. [Resolution No. 7038]

B. VACATION LEAVE CASH OUT

Police Officers may request to cash out accrued, unused vacation leave at the employee's Regular Rate of Pay, not to exceed 80 hours in any fiscal year. After receipt of the appropriate completed and signed forms, Finance shall process

vacation leave cash out payments during the next scheduled pay period to be included in the Police Officer's regular paycheck. [14/15]

For Lateral Police Officers, in accordance with Resolution No. 7038, the number of hours of vacation leave, up to the maximum number of 200 hours, that were credited to the Lateral Police Officer upon successful completion of the twelve (12) month probationary period can only be cashed out after five years of service with the South Gate Police Department and is subject to the MOU between the SGPOA and the City in effect at the time the cash out request is made.

C. VACATION LEAVE ACCRUAL LIMIT [05/08]

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

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

SECTION 3. SICK LEAVE

A. SICK LEAVE ACCRUAL [03/04]

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 Police 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. [Resolution No. 7038]

B. SICK LEAVE ACCRUAL LIMIT [03/04]

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

C. SICK LEAVE CONVERSION [05/08]

The City shall permit Police Officers who are 47 years of age or older 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 per Article I, Section 8(a). [Side Letter 9/25/07]

GRIEVANCE RE: WHETHER THERE IS A CAP ON THE NUMBER OF SICK LEAVE HOURS THAT CAN BE CONVERTED TO DEFERRED COMPENSATION FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1993.

The City has asserted that the cash out of a lifetime maximum of eight hundred (800) accrued unused sick leave hours applies to any combination of sick leave conversion to deferred compensation, cash out upon retirement or any other cash value payment. The Association disputes this assertion and has filed pending grievances regarding the dispute, which dispute remains pending until resolution through negotiation or by the Civil Service Commission, City Council, administrative or legal action.

D. SICK LEAVE CASH OUT UPON SEPARATION [05/08]

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

Police Officers hired on or after July 1, 1993 shall be permitted to cash out a lifetime maximum of eight hundred (800) accrued unused sick leave hours. Cash out of accrued unused sick leave hours shall be at the employee's Regular Rate of Pay, per Article I, Section 8(a). [Side Letter 9/25/07]

GRIEVANCE RE: WHETHER CONVERTING SICK LEAVE HOURS TO DEFERRED COMPENSATION COUNTS TOWARDS THE CAP ON THE NUMBER OF SICK LEAVE HOURS THAT CAN BE CASHED OUT UPON RETIREMENT BY EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1993.

The City has asserted that the cash out of a lifetime maximum of eight hundred (800) accrued unused sick leave hours applies to any combination of sick leave conversion to deferred compensation, cash out upon retirement or any other cash value payment. The Association disputes this assertion and has filed a pending grievance regarding the dispute, which dispute remains pending until resolution through negotiation or by the Civil Service Commission, City Council, administrative or legal action.

Payment to Police Officers 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.

A Police Officer who separates from the City and who is eligible to be paid for accrued unused sick leave may elect, at the Police Officer's option, to defer such payment as follows:

1. At date of separation: receive payment for 25% of the sum to which the employee is entitled.
2. 1 year after date of separation: receive payment for another 25% of the sum to which the employee is entitled.
3. 2 years after date of separation: receive payment for 25% of the sum to which the employee is entitled.
4. 3 years after date of separation: receive payment for 25% of the sum to which the employee is entitled.

In reference to the four-year payment plan option, in the event of a hardship or death of the ex-employee, the remaining balance of the payoff shall be paid in full upon request with proper justification. (The application of this plan is subject to Federal and State restrictions.)

SECTION 4. 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, the employee shall receive thirty (30) hours of bereavement leave, not chargeable to any other leave, when employee travels within the state. Employees whose bereavement requires travel within the state may take an additional forty (40) hours of sick leave.

2. OUT OF STATE

Upon the death of an immediate family member, the employee shall receive forty (40) hours of bereavement leave, not chargeable to any other leave, when employee travels out of state. Employees whose bereavement requires travel out of state may take an additional thirty (30) hours of sick leave.

SECTION 5. 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 6. 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 7. 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.

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.

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 he/she 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, he/she must notify the Personnel Officer of his/her 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 him/her and shall in the same manner be eligible to bump to a position in a class within the City in which he/she 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 he/she is 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 he/she was laid-off irrespective of his/her 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.

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

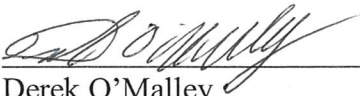
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The City's labor relations representatives and the Association's representatives have met and conferred in good faith on wages, hours and other terms and conditions of employment for the unit members represented by the Association and have reached 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.

CITY OF SOUTH GATE


**SOUTH GATE
POLICE OFFICERS' ASSOCIATION**


By: 
Chris Jeffers
Interim City Manager

By: 
Derek O'Malley
President

Date: May 20, 2021

Date: MAY 19, 2021

By: 
Jackie Acosta
Director of Administrative Services

By: 
Aaron Krisman
1st Vice-President

Date: May 19, 2021

Date: MAY 19, 2021