



**SIDE LETTER OF AGREEMENT**

Pursuant to California Government Code Section 3505.1

Between

The City of South Gate and  
The South Gate Police Management Association

This Side Letter of Agreement (“Agreement”) between the City of South Gate (“City”) and the South Gate Police Management Association (the “Association” or “SGPMA”) (collectively referred to as the “Parties”) is entered into this 22<sup>nd</sup> day of January, 2019, with respect to the following and on the terms stated herein.

**RECITALS**

**WHEREAS**, the City has recognized and continues to recognize the Association as the duly recognized employee organization for all individuals employed by the City in an employee unit 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.”

**WHEREAS**, the City and the Association previously entered into a Memorandum of Understanding (“MOU”) dated January 12, 2006 for the period July 1, 2005 through June 30, 2008 (Contract No. 2265) (Attachment No. 1), which set forth the wages, hours and other terms and conditions of employment for employees represented by the Association.

**WHEREAS**, on September 25, 2007, the City and the Association entered into a Side Letter Agreement to the 2005-2008 SGPMA MOU (Attachment No. 2) which clarified the retiree medical contribution.

**WHEREAS**, on October 1, 2007, the City and the Association entered into a Side Letter Agreement to the 2005–2008 SGPMA MOU (Attachment No. 3) which added and/or modified the following terms: longevity pay, vacation leave and sick leave accruals, and payoff of unused accrued leaves and conversion funds.

**WHEREAS**, the most current MOU between the City and the Association expired on June 30, 2008.

**WHEREAS**, on July 21, 2009, the City issued a Letter to All Police Officers, including Police Management (Attachment No. 4), which confirmed the Parties agreement on the modification of the following terms: wages and leave cash outs.

**WHEREAS**, on September 23, 2009, the City and the Association entered into an Amendment to the 2005–2008 SGPMA MOU (Attachment No. 5) which modified the following terms: CalPERS Employer Paid Member Contribution and Longevity Pay.

**WHEREAS**, on December 11, 2012, the City and the Association entered into a Side Letter Agreement (Contract No. 2878) to the 2005–2008 SGPMA MOU (Attachment No. 6) which provided that all

terms and conditions of the prior 2005-2008 SGPMA MOU, including its Amendment, the two Side Letter Agreements, and the City's Letter, shall be maintained through June 30, 2014, except those expressly modified in this Side Letter Agreement. The terms expressly modified in this Side Letter Agreement included: retirement, wages, holiday leave cash out, vacation leave cash out, rideshare program, physical fitness, and retiree medical benefits, and expired on June 30, 2014.

**WHEREAS**, on November 25, 2014, the City and the Association entered into a Side Letter Agreement (Contract No. 3062) to the 2005-2008 SGPMA MOU (Attachment No. 7) which provided that all terms and conditions of the prior 2005-2008 SGPMA MOU, including its Amendment, the three Side Letter Agreements, and the City's Letter, shall be maintained through June 30, 2015, except those expressly modified in this Side Letter Agreement. The terms expressly modified in this Side Letter Agreement included: deferred compensation, vacation, compensatory time off, dental insurance, vision plan, and the educational reimbursement program, and expired on June 30, 2015.

**WHEREAS**, on February 9, 2016, the City and the Association entered into a Side Letter Agreement to the 2005-2008 SGPMA MOU (Attachment No. 8) which provided that all terms and conditions of the prior 2005-2008 SGPMA MOU, including its Amendment, the four Side Letter Agreements, and the City's Letter, shall be maintained through June 30, 2017, except those expressly modified in this Side Letter Agreement. The term expressly modified in this Side Letter Agreement included wages and it expired on June 30, 2017.

**WHEREAS**, on December 12, 2017, the City and the Association successfully negotiated an Amended and Restated Tentative Agreement for a Successor Memorandum of Understanding ("ARTA") (Attachment No. 9) which provided that all the terms and conditions of the prior 2005-2008 SGPMA MOU, including its Amendment, the five Side Letter Agreements, and the City's Letter, shall be maintained unless expressly modified or changed by the ARTA until the successor SGPMA 2017-2020 MOU is accepted, approved and adopted by the City Council. The terms expressly modified in the ARTA included: wages, bilingual pay, longevity pay and the deferred compensation match.

**WHEREAS**, the City's Representatives and the Association have successfully met and conferred in good faith to negotiate this Agreement, 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 Agreement which reflects a new term to be added to the ARTA and the SGPMA 2017-2020 MOU. All terms and conditions of the previous 2005-2008 SGPMA MOU, including its Amendment, the five Side Letter Agreements, and the City's Letter, and the ARTA shall continue unless expressly modified herein.

**WHEREAS**, the Parties seek to have this Agreement memorialize their understanding regarding retiree medical insurance for lateral transfer police officers hired on or after January 9, 2019, pending drafting and adoption of the successor SGPMA 2017-2020 MOU, which shall supersede and replace this Agreement.

**WHEREAS**, this Agreement shall not become effective until accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.


**NOW, THEREFORE**, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

**TERMS**

1. All of the recitals listed above are material provisions of this Agreement and are deemed true and correct by the Parties and incorporated herein by this reference.
2. For lateral transfer peace officers hired on or after January 23, 2019, who retire from the City of South Gate Police Department with at least twenty (20) years of total service as a police officer, sergeant, lieutenant, captain or chief, of which at least ten (10) of those years of service are as a lateral transfer peace officer with the SGPD, and who remain so retired under CalPERS, the City will reimburse each such employee upon retirement for the actual dollar amount of the monthly premium for the CalPERS medical insurance coverage he/she selects, not to exceed the amount of the CalPERS Kaiser-Southern California two-party medical insurance monthly premium rate in effect on the date of his/her retirement. The City shall not increase this monthly fixed dollar reimbursement beyond this initially fixed amount. If the retiree discontinues his/her CalPERS medical insurance coverage, then the City will no longer provide the monthly reimbursement.
3. A lateral transfer peace officer is defined as a sworn police officer, sergeant, lieutenant, captain or chief who when hired by the City of South Gate had already served as a sworn police officer, sergeant, lieutenant, captain or chief at another law enforcement agency.

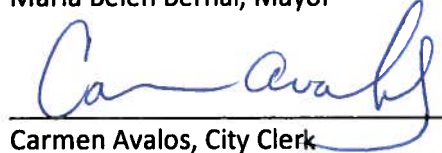
**By their signatures below, the Parties' lawful representatives acknowledge the contents herein.**

**City of South Gate:**



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María Belén Bernal, Mayor



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Carmen Avalos, City Clerk

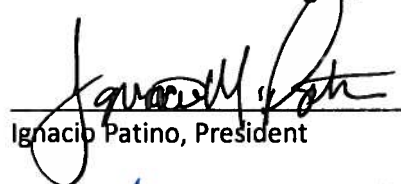
(SEAL)



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Raul F. Salinas, City Attorney

**South Gate Police Management Association:**



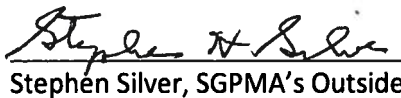
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Ignacio Patino, President



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Manuel Arana, Vice-President



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Stephen Silver, SGPMA's Outside Labor Counsel

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

**INTRODUCTION AND 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 of South Gate ("City") and the Police Management Association ("PMA").

**1. TERM**

The term of this MOU shall be three years, beginning July 1, 2005 and ending June 30, 2008.

**2. COMPREHENSIVE MOU**

A draft comprehensive MOU shall be prepared by the City within 90 days of ratification of this MOU by the PMA membership and the City Council of the City of South Gate.

**3. SALARY**

Salary increases and Cost of Living Allowances ("COLA") will be implemented according to the following schedule and terms:

September 1, 2005: 6%, plus a COLA of 3%;  
July 1, 2006: 6%, plus a COLA between 3% and 4%; and  
July 1, 2007: 6%, plus a COLA between 3% and 4%.

The COLA is determined by the Consumer Price Index ("CPI") defined as CPI-W for the Los Angeles-Orange-Riverside area for the month of May each year. If the CPI is not available to the public by July 1<sup>st</sup> of each year, the COLA will be implemented at 3% until the CPI becomes available, at which time salaries will be adjusted retroactively if necessary. If the CPI in year one or two of the MOU exceeds the three percent 3% or 4% respectively, then the excess over the cap shall be credited in any subsequent year where the CPI is less than the maximum cap. For example, if CPI in year one is 4% and in year 2 it is 2.5%, then employees will receive the maximum of 3% in year 1 and 2.5% + 1% = 3.5% in year 2.

**4. DEFERRED COMPENSATION**

Effective upon ratification, the City shall permit employees who reach 47 years of age or older and have 20 or more years with the City to convert sick leave prior to retirement for the purpose of maximizing their deferred compensation "catch up". Employees hired prior to July 1, 1993 shall be permitted to cash out an unlimited number of hours. Employees hired on or after July 1, 1993 shall be permitted to cash out a lifetime maximum of 800 hours.

**5. VACATION LEAVE ACCRUAL**

Effective July 1, 2005, the City will count prior full-time law enforcement service with another agency towards vacation leave accrual once the employee has been employed by the City for five (5) years.

Effective June 30, 2006, an employee's carryover of vacation leave from one fiscal year to the next shall be limited to 400 hours. Any employee who exceeds the cap as of that date shall receive a one-time payment of all accrued unused hours in excess of 400 at the employee's regular rate of pay.

**6. MANAGEMENT SALARY COMPUTATION:**

Police Sergeant's salaries shall be sixteen percent (16%) above the sum of: (1) the top step base salary for the Police Officer classification, (2) the maximum specialty assignment pay (currently 5%), (3) the maximum education incentive (currently 11%), and (4) the maximum longevity pay (currently 7%).

Police Lieutenants' salaries shall be sixteen percent (16%) above that of Police Sergeants'.

Police Captains' salaries shall be twelve percent (12%) above that of Police Lieutenants'.

Detectives shall receive 2 hours of on-call pay at time and one half their regular rate of pay for each non-work day that they are on call.

**7. DENTAL INSURANCE**

Effective as soon as practical, but no later than February 1, 2006, the City will pay 75% of the cost of Delta Dental Insurance for officers and dependants. Officers shall pay the remaining 25% of premium costs.

**8. BILINGUAL PAY**

Effective retroactive to July 1, 2005 represented employees who are proficient in sign language, verbally proficient in Spanish, Korean, or any other language designated by the City, shall receive bilingual skill pay of one hundred dollars (\$100) per month in addition to their base salary.

**9. PERS EMPLOYER PAID MEMBER CONTRIBUTION ("EPMC")**

Effective as soon as possible following ratification, the City shall take all action necessary to pass a resolution in a manner required by law to report the value of the nine percent (9%) Employer Paid Member Contribution as compensation and compensation earnable to CalPERS. This benefit can only be modified in writing and by agreement of both the City and the PMA.

**10. RETIREE MEDICAL CONTRIBUTION**

Any unit employee who retires prior to July 1, 2005 shall receive a monthly contribution from the City of \$306 for employee only coverage or \$518 for 2-party or family coverage.

Effective beginning January 1, 2006, the monthly retiree medical cap for all employees who retire on or after July 1, 2005 shall be \$306.54 (equal to Kaiser I party) for employee only coverage and \$613 (equal to Kaiser two party rate) for 2-party or family coverage. Each January 1 thereafter, the City shall increase that rate by the actual increase in the Kaiser I or 2-party rate, respectively, with a maximum yearly increase of 5%.

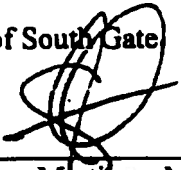
**11. LONGEVITY PAY**

The City and SGPMA agree to continue discussions regarding creating a longevity step of 10% at 27 years of service and modifying vacation leave accruals to end at 27 years. The parties' intention is to implement this benefit provided it is cost neutral to the City and is permissible under PERL.


**12. MAINTENANCE OF EXISTING BENEFITS**

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.

Date January 12, 2006

City of South Gate  
  
\_\_\_\_\_  
Gregory Martinez, Mayor


Date 1-12-06

The South Gate Police Management Association  
By:   
\_\_\_\_\_  
Its Duly Authorized Representative

ATTEST:

  
\_\_\_\_\_  
Carmen Avales, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Paul Salinas, City Attorney

**SIDE LETTER AGREEMENT  
TO THE 2005-2008 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOUTH GATE  
AND THE SOUTH GATE POLICE MANAGEMENT ASSOCIATION**

**WHEREAS**, the City of South Gate ("City") and the South Gate Police Management Association ("PMA") entered into a Memorandum of Understanding ("MOU") covering the period of July 1, 2005 through June 30, 2008;

**WHEREAS**, Section 10 of the MOU presently provides

**"Retiree Medical Contribution.**

Any unit employee who retires prior to July 1, 2005 shall receive a monthly contribution from the City of \$306 for employee-only coverage or \$518 for 2-party or family coverage.

Effective beginning January 1, 2006 the monthly retiree medical cap for all employees who retire on or after July 1, 2005 shall be \$306.54 (equal to Kaiser 1 party) for employee only coverage and \$613 (equal to Kaiser two party rate) for 2-party or family coverage. Each January 1 thereafter, the City shall increase that rate by the actual increase in the Kaiser 1 or 2-party rate, respectively, with a maximum yearly increase of 5%."

**WHEREAS**, the parties realize an error was made when the contract was drafted that makes it appear the parties agreed to increase retirement benefits to pre-July 1, 2005 retirees;

**WHEREAS**, the parties did not intend to confer any additional benefit to pre-July 1, 2005 retirees that was in addition to whatever benefits they were then entitled to receive;

**WHEREAS**, the City and the PMA have agreed to conform the contract language to reflect the true intent of the parties;

**NOW, THEREFORE, THE PARTIES** do hereby agree as follows:

1. Section 10 of the MOU is hereby amended to read in its entirety, as follows:

"Employees that retired prior to July 1, 2005, will receive whatever retiree medical benefits to which they are entitled and to which they were entitled prior to the implementation of this agreement.

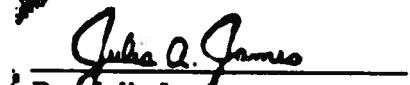
For retirees that retired on or after July 1, 2005, and for all employees that will retire on or after July 1, 2005 (hereinafter "post-July 1, 2005 retirees"), the City's monthly retiree



medical contribution shall be increased effective January 1, 2006 to \$613 (equal to the Kaiser 2-party rate). Each January 1, thereafter, the City shall increase the monthly retiree medical stipend of post-July 1, 2005 retirees by the actual increase in the Kaiser 2-party rate, with a maximum yearly increase of five percent (5%)."

Dated: 10/1/07  
CITY OF SOUTH GATE

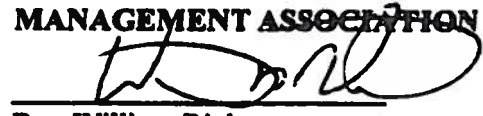
  
By: Lolita Brown Fletcher  
Personnel Director


  
By: Julia James  
Finance Director

  
W.H. (Bill) De Witt, Mayor

  
Carmen Avalos, City Clerk

Dated: 9/25/07  
SOUTH GATE POLICE  
MANAGEMENT ASSOCIATION

  
By: William Richert,  
Vice President

  
Raul Salinas, City Attorney  
Approved as to Form

**SIDE LETTER AGREEMENT  
TO THE 2005-2008 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOUTH GATE  
AND THE SOUTH GATE POLICE MANAGEMENT ASSOCIATION**

**WHEREAS**, the City of South Gate ("City") and the South Gate Police Management Association ("PMA") have entered into a Memorandum of Understanding ("MOU") covering the period of July 1, 2005 through June 30, 2008;

**WHEREAS**, Section 11 of the MOU provides that the parties "agree to continue discussions regarding creating a longevity step of 10% at 27 years of service and modifying vacation leave accruals to end at 27 years" and that the "parties" intention is to implement this benefit provided it is cost neutral to the City and is permissible under the PERL."

**WHEREAS**, The City and the PMA have met and conferred in good faith and have reached an agreement to modify the MOU.

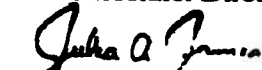
**NOW, THEREFORE, THE PARTIES** do hereby agree as follows:

1. Longevity Pay: Effective as soon as possible, but not before approval by the South Gate City Council and execution by all of the parties, the MOU between the parties shall be amended to provide that a new longevity pay step shall be implemented, which provides that an employee shall receive, upon commencement of his or her twenty seventh (27<sup>th</sup>) year of sworn law enforcement service a ten percent (10%) pay increase above the previous maximum longevity pay of seven percent (7%), for a total of seventeen percent (17%) longevity pay. Said ten percent (10%) increase will not be incorporated into base pay, but will be in the form of a special pay. The ten percent (10%) increase will not affect pay differentials and will not be considered for purposes of calculating pay differentials between Officer and Sergeant, Sergeant and Lieutenant, Lieutenant and Captain, and Captain and Police Chief.
2. Vacation Leave and Sick Leave Accrual: Effective concurrent with the implementation of the longevity benefit, above, the MOU between the parties shall be amended to provide that, upon commencement of an employee's twenty seventh (27<sup>th</sup>) year of sworn law enforcement service, the employee shall no longer accrue paid vacation leave and his or her annual accrual of sick leave shall be reduced by 64.5 hours, from 156 hours to 91.5 hours. An employee's accrual of all other forms of paid leave, including, but not limited to, physical fitness and holiday leaves, shall remain unaffected and unchanged.
3. Payoff of Unused Accrued Leaves and Conversion Funds: Payoff of unused accrued leaves, including, sick, vacation, compensatory time, holiday and administrative leaves, or conversions of paid leaves to deferred compensation, shall continue to be made at the employee's regular rate of pay, exclusive of the new longevity pay.

4. **Cost Neutrality:** It is agreed by the parties that if the City's Cal PERS rate increases beyond the 2007-2008 fiscal year rate, and the increase in rates are reasonably attributable to the implementation of this benefit, or that an evaluation of this benefit results in a cost to the City, then the parties will meet and confer to discuss having the PMA cover the additional costs so that this benefit will remain cost neutral to the City. It is the parties intention that the fiscal responsibility of any increase in cost be borne by the PMA during the life of this benefit.
5. **No Retroactive Effect:** It is agreed by the parties that this provision will not be implemented retroactively to any date prior to its approval by the City Council and execution by all the parties. For example, if a member is already into his or her 28<sup>th</sup> year of service, the benefit will not be applied retroactively to allow the member to receive this benefit for the previous year. Instead, the benefit will start for that member upon approval of this agreement by the South Gate City Council and execution thereof by all the parties and only from that date forward.
6. **Permissible under CalPERS:** If the ability to provide this benefit ever becomes impermissible by CalPERS this benefit will be eliminated.
7. All other wages, hours and other terms and conditions of employment shall remain unaffected and shall continue in full force and effect unless mutually changed in writing by the parties.
8. By affixing their signature below, each party represents that he/she/it has taken or will take all actions necessary to secure the appropriate ratification, endorsement, approval or agreement of all necessary bodies, boards, councils, groups or entities, of whatever legal form or type and in whatever manner as may be legally required, and are fully authorized to execute this agreement on that party's behalf.

Dated: 10/1/07  
CITY OF SOUTH GATE


  
By: Lolita Brown Fletcher  
Personnel Director

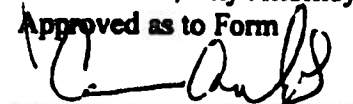
  
By: Julia James  
Finance Director

  
W.H. (Bill) De Witt, Mayor

Dated: 10/1/07  
SOUTH GATE POLICE  
MANAGEMENT ASSOCIATION

  
By: William Richert,  
Vice President

  
Raul Salinas, City Attorney  
Approved as to Form

  
Carmen Avalos, City Clerk



# City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • (323)357-5835  
FAX: (323)357-5836

PERSONNEL OFFICE

July 21, 2009

All Police Officers, including Police Management  
8620 California Avenue  
South Gate, California 90280

**Re: Salary Reductions for Police Officers**

The economic recession has affected the national, state and local economies in very drastic ways. The City of South Gate has been working very hard to minimize the impact of the recession to its residents and employees. As you know, the City was successful in adopting a 1% sales tax increase last year. The sales tax increase would have generated much needed revenue to close a budget gap of \$7 million. However, the downturn in the economy occurred at a level that no one could predict and as such sales are at an all time low resulting in much less revenue than anticipated. To balance the City's budget, the City was forced to ask all of its employees to take a reduction in pay and/or benefits equating to approximately 10%.

After meeting and conferring, and in some cases mediating with the bargaining units of the City, we have reached agreement with all units and effective July 19, 2009, the City of South Gate began implementation of its new reduced pay structure for employees.

For your units, the new pay structure, as agreed to by your associations, is as follows:

- 7.5% base pay reduction;
- no cash payments of compensatory time;
- no cash payments of vacation leave time; and
- no cash payments of holiday leave time.

There is still a great chance that the State will take another \$2 to \$4 million from the City this fiscal year, in which case the City will have to reevaluate its position again.

Thank you for your understanding and dedication to the City of South Gate. Working together, we have been able to avoid massive lay offs, significant reductions to benefits and mandatory furloughs. Should you have any questions, please do not hesitate to contact me at 323.357.5835. This information can be verified with the Personnel Department, Monday through Thursday between the hours of 8:00 am and 5:00 pm.

Very truly yours,

Lolita Brown Fletcher  
Personnel Director

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING,  
CONTRACT NO. 2265, BETWEEN THE CITY OF SOUTH GATE AND  
THE SOUTH GATE POLICE MANAGEMENT ASSOCIATION**

**Section 1. Recognition**

- 1.1 This Amendment ("Amendment") shall operate to amend that certain Memorandum of Understanding ("MOU") between the City of South Gate ("City") and the Police Management Association ("PMA") known as Contract No. 2265 for the term of three years, beginning July 1, 2005 and ending June 30, 2008 and that certain Side Letter Agreement to the 2005-2008 Memorandum of Understanding between the City of South Gate and the South Gate Police Management Association dated October 1, 2007.
- 1.2 The South Gate Police Management Association ("PMA") and the City's Representatives have met and conferred in good faith over satisfying PERS requirements for previously agreed upon benefits, namely, the Value of EPMC and Longevity Pay.
- 1.3 The City's Representatives and the PMA have agreed, subject to approval by the City Council and CalPERS, to amend the above-referenced MOU and Side Letter Agreement as set forth in this Amendment.

**Section 2. Amendment to MOU**

- 2.1 Paragraph 9 of the MOU pertains to CalPERS Employer Paid Member Contribution ("EPMC"), and is hereby amended to provide a specified effective date as follows:  
  
The effective date of the implementation of the benefit of reporting the value of the nine percent (9%) Employer Paid Member Contribution to CalPERS is October 1, 2006.
- 2.2 A copy of the MOU is attached hereto as Exhibit "A."

**Section 3. Amendment to Side Letter Agreement**

3.1 The Side Letter Agreement pertains to a Longevity Pay benefit, and is hereby amended to add a longevity pay scale as follows:

3.2 Longevity Pay Scale and Effective Dates

Employees are eligible for Longevity Pay based upon years of service.

<u>Years of City Service</u>	<u>Percentage of Base Pay</u>
6 to 11 years	2%
12 to 24 years	4%
25 to 26 years	7%
27 or more years	17%

3.3 A copy of the Side Letter Agreement is attached hereto as Exhibit "B."

**Section 4.** All other wages, hours and other terms and conditions of employment shall remain unaffected and shall continue in full force and effect for the term of the underlying MOU and Side Letter Agreement, July 1, 2005 through June 30, 2008.

**Section 5.** By affixing their signature below, each party represents that he/she/it has taken or will take all actions necessary to secure the appropriate ratification, endorsement, approval or agreement of all necessary bodies, boards, councils, groups or entities, of whatever legal form or type and in whatever manner as may be legally required, and are fully authorized to execute this agreement on that party's behalf.

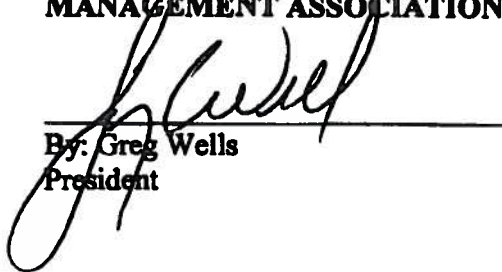
Dated: 9/2/09

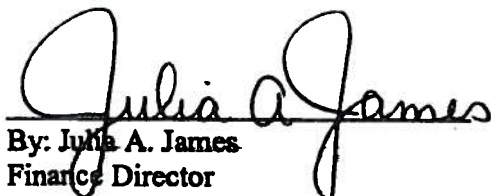
Dated: 09-23-09

**CITY OF SOUTH GATE**

**SOUTH GATE POLICE  
MANAGEMENT ASSOCIATION**

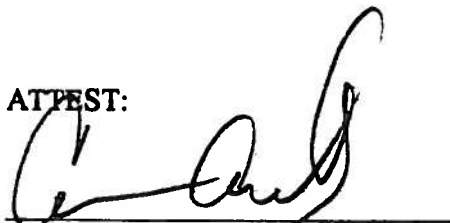
  
By: Lolita Brown Fletcher  
Personnel Director

  
By: Greg Wells  
President

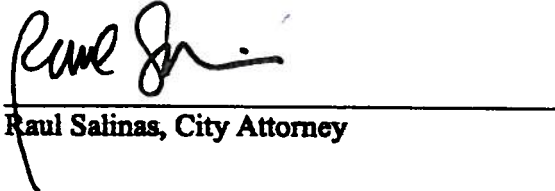
  
By: Julia A. James  
Finance Director

  
Henry C. Gonzalez, Mayor

ATTEST:

  
Carmen Avalos, City Clerk

APPROVED AS TO FORM:

  
Raul Salinas, City Attorney

# EXHIBIT

A

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

**INTRODUCTION AND INTENT**

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**1. TERM**

The term of this MOU shall be three years, beginning July 1, 2005 and ending June 30, 2008.

**2. COMPREHENSIVE MOU**

A draft comprehensive MOU shall be prepared by the City within 90 days of ratification of this MOU by the PMA membership and the City Council of the City of South Gate.

**3. SALARY**

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The COLA is determined by the Consumer Price Index ("CPI") defined as CPI-W for the Los Angeles-Orange-Riverside area for the month of May each year. If the CPI is not available to the public by July 1<sup>st</sup> of each year, the COLA will be implemented at 3% until the CPI becomes available, at which time salaries will be adjusted retroactively if necessary. If the CPI in year one or two of the MOU exceeds the three percent 3% or 4% respectively, then the excess over the cap shall be credited in any subsequent year where the CPI is less than the maximum cap. For example, if CPI in year one is 4% and in year 2 it is 2.5%, then employees will receive the maximum of 3% in year 1 and 2.5% + 1% = 3.5% in year 2.

**4. DEFERRED COMPENSATION**

Effective upon ratification, the City shall permit employees who reach 47 years of age or older and have 20 or more years with the City to convert sick leave prior to retirement for the purpose of maximizing their deferred compensation "catch up". Employees hired prior to July 1, 1993 shall be permitted to cash out an unlimited number of hours. Employees hired on or after July 1, 1993 shall be permitted to cash out a lifetime maximum of 800 hours.

**5. VACATION LEAVE ACCRUAL**

Effective July 1, 2005, the City will count prior full-time law enforcement service with another agency towards vacation leave accrual once the employee has been employed by the City for five (5) years.

Effective June 30, 2006, an employee's carryover of vacation leave from one fiscal year to the next shall be limited to 400 hours. Any employee who exceeds the cap as of that date shall receive a one-time payment of all accrued unused hours in excess of 400 at the employee's regular rate of pay.

**6. MANAGEMENT SALARY COMPUTATION:**

Police Sergeant's salaries shall be sixteen percent (16%) above the sum of: (1) the top step base salary for the Police Officer classification, (2) the maximum specialty assignment pay (currently 5%), (3) the maximum education incentive (currently 11%), and (4) the maximum longevity pay (currently 7%).

Police Lieutenants' salaries shall be sixteen percent (16%) above that of Police Sergeants'.

Police Captains' salaries shall be twelve percent (12%) above that of Police Lieutenants'.

Detectives shall receive 2 hours of on-call pay at time and one half their regular rate of pay for each non-work day that they are on call.

**7. DENTAL INSURANCE**

Effective as soon as practical, but no later than February 1, 2006, the City will pay 75% of the cost of Delta Dental Insurance for officers and dependants. Officers shall pay the remaining 25% of premium costs.

**8. BILINGUAL PAY**

Effective retroactive to July 1, 2005 represented employees who are proficient in sign language, verbally proficient in Spanish, Korean, or any other language designated by the City, shall receive bilingual skill pay of one hundred dollars (\$100) per month in addition to their base salary.

**9. PERS EMPLOYER PAID MEMBER CONTRIBUTION ("EPMC")**

Effective as soon as possible following ratification, the City shall take all action necessary to pass a resolution in a manner required by law to report the value of the nine percent (9%) Employer Paid Member Contribution as compensation and compensation earnable to CalPERS. This benefit can only be modified in writing and by agreement of both the City and the PMA.

**10. RETIREE MEDICAL CONTRIBUTION**

Any unit employee who retires prior to July 1, 2005 shall receive a monthly contribution from the City of \$306 for employee only coverage or \$518 for 2-party or family coverage.

Effective beginning January 1, 2006, the monthly retiree medical cap for all employees who retire on or after July 1, 2005 shall be \$306.54 (equal to Kaiser 1 party) for employee only coverage and \$613 (equal to Kaiser two party rate) for 2-party or family coverage. Each January 1 thereafter, the City shall increase that rate by the actual increase in the Kaiser 1 or 2-party rate, respectively, with a maximum yearly increase of 5%.

**11. LONGEVITY PAY**

The City and SGPMA agree to continue discussions regarding creating a longevity step of 10% at 27 years of service and modifying vacation leave accruals to end at 27 years. The parties' intention is to implement this benefit provided it is cost neutral to the City and is permissible under PERL.

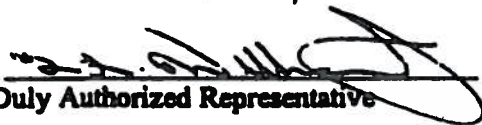
**12. MAINTENANCE OF EXISTING BENEFITS**

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.

Date January 12, 2006

City of South Gate  
  
\_\_\_\_\_  
Gregory Martinez, Mayor


Date 1-12-06

The South Gate Police Management Association  
By:   
\_\_\_\_\_  
Its Duly Authorized Representative

ATTEST:

  
\_\_\_\_\_  
Carmen Avales, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Paul Salinas, City Attorney

# EXHIBIT

B

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**SIDE LETTER AGREEMENT  
TO THE 2005-2008 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOUTH GATE  
AND THE SOUTH GATE POLICE MANAGEMENT ASSOCIATION**

WHEREAS, the City of South Gate ("City") and the South Gate Police Management Association ("PMA") have entered into a Memorandum of Understanding ("MOU") covering the period of July 1, 2005 through June 30, 2008;

WHEREAS, Section 11 of the MOU provides that the parties "agree to continue discussions regarding creating a longevity step of 10% at 27 years of service and modifying vacation leave accruals to end at 27 years" and that the "parties" intention is to implement this benefit provided it is cost neutral to the City and is permissible under the PERL."

WHEREAS, The City and the PMA have met and conferred in good faith and have reached an agreement to modify the MOU.

**NOW, THEREFORE, THE PARTIES do hereby agree as follows:**

1. **Longevity Pay:** Effective as soon as possible, but not before approval by the South Gate City Council and execution by all of the parties, the MOU between the parties shall be amended to provide that a new longevity pay step shall be implemented, which provides that an employee shall receive, upon commencement of his or her twenty seventh (27<sup>th</sup>) year of sworn law enforcement service a ten percent (10%) pay increase above the previous maximum longevity pay of seven percent (7%), for a total of seventeen percent (17%) longevity pay. Said ten percent (10%) increase will not be incorporated into base pay, but will be in the form of a special pay. The ten percent (10%) increase will not affect pay differentials and will not be considered for purposes of calculating pay differentials between Officer and Sergeant, Sergeant and Lieutenant, Lieutenant and Captain, and Captain and Police Chief.
2. **Vacation Leave and Sick Leave Accrual:** Effective concurrent with the implementation of the longevity benefit, above, the MOU between the parties shall be amended to provide that, upon commencement of an employee's twenty seventh (27<sup>th</sup>) year of sworn law enforcement service, the employee shall no longer accrue paid vacation leave and his or her annual accrual of sick leave shall be reduced by 64.5 hours, from 156 hours to 91.5 hours. An employee's accrual of all other forms of paid leave, including, but not limited to, physical fitness and holiday leaves, shall remain unaffected and unchanged.
3. **Payoff of Unused Accrued Leaves and Conversion Funds:** Payoff of unused accrued leaves, including, sick, vacation, compensatory time, holiday and administrative leaves, or conversions of paid leaves to deferred compensation, shall continue to be made at the employee's regular rate of pay, exclusive of the new longevity pay.

4. **Cost Neutrality:** It is agreed by the parties that if the City's Cal PERS rate increases beyond the 2007-2008 fiscal year rate, and the increase in rates are reasonably attributable to the implementation of this benefit, or that an evaluation of this benefit results in a cost to the City, then the parties will meet and confer to discuss having the PMA cover the additional costs so that this benefit will remain cost neutral to the City. It is the parties intention that the fiscal responsibility of any increase in cost be borne by the PMA during the life of this benefit.
5. **No Retroactive Effect:** It is agreed by the parties that this provision will not be implemented retroactively to any date prior to its approval by the City Council and execution by all the parties. For example, if a member is already into his or her 28<sup>th</sup> year of service, the benefit will not be applied retroactively to allow the member to receive this benefit for the previous year. Instead, the benefit will start for that member upon approval of this agreement by the South Gate City Council and execution thereof by all the parties and only from that date forward.
6. **Permissible under CalPERS:** If the ability to provide this benefit ever becomes impermissible by CalPERS this benefit will be eliminated.
7. All other wages, hours and other terms and conditions of employment shall remain unaffected and shall continue in full force and effect unless mutually changed in writing by the parties.
8. By affixing their signature below, each party represents that he/she/it has taken or will take all actions necessary to secure the appropriate ratification, endorsement, approval or agreement of all necessary bodies, boards, councils, groups or entities, of whatever legal form or type and in whatever manner as may be legally required, and are fully authorized to execute this agreement on that party's behalf.

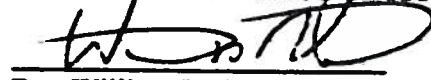
Dated: 10/1/07  
CITY OF SOUTH GATE


  
By: Lolita Brown Fletcher  
Personnel Director

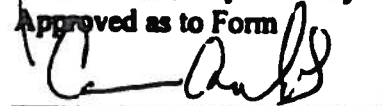
  
By: Julia James  
Finance Director

  
W.H. (Bill) De Witt, Mayor

Dated: 10/1/07  
SOUTH GATE POLICE  
MANAGEMENT ASSOCIATION

  
By: William Richert,  
Vice President

  
Raul Salinas, City Attorney  
Approved as to Form

  
Carmen Avalos, City Clerk

**Contract No. 2878**

December 5, 2012

**Side Letter Agreement  
Between the City of South Gate Police Management Association  
for the term of July 1, 2012 through June 30, 2014**

This Side Letter Agreement between the City of South Gate (City) and the South Gate Police Management Association (SGPMA) by this reference is made part of and incorporated into the last expired Memoranda of Understanding (MOU) between the parties for the term of July 1, 2012 through June 30, 2014, subject to the approval of the South Gate City Council. This Side Letter Agreement has the full force and effect as the provisions in the aforementioned MOU. It is the intent of both parties to a complete a comprehensive MOU with said provisions with a reasonable timeframe of adoption.

**TERM**

This agreement shall be effective from July 1, 2012 through June 30, 2014. 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. The City retain unto itself, the sole and unilateral discretion to exercise an option to forego the second year of this side letter, which becomes effective July 1, 2013, by providing the SGPMA written notice on or before April 30, 2013. In the event the City exercises its unilateral option to opt out of the second year of the agreement, this agreement shall expire midnight June 30, 2013, and any provisions that are to become effective July 1, 2013, or later, shall be null and void. The parties shall timely commence the meet and confer process for a successor MOU.

**RETIREMENT**

A. Effective the first full pay period commencing on or after the date this side letter is approved by City Council, all employees, except those who are "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013, will contribute the amount indicated below as the Employee Contribution to CalPERS as follows:

Amount of Contribution By

	<u>Employee</u>	<u>City</u>	<u>Total</u>
Date of Hire	9.0%	0	9.0%
After 6 months of City employment	4.5%	4.5%	9.0%

B. Effective the first full pay period commencing on or after July 1, 2013, employees will contribute 9% Employee Contribution to CalPERS.



C. For all employees, except this who are "New 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
3. The City shall report to CalPERS as compensation earnable the percent of the Employee Contribution contributed by the City pursuant to California Government Code 20636.c.4.

D. For all employees 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%<sup>@57</sup> 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))
3. New Members shall pay 50% of the applicable normal cost as member contributions to CalPERS. (G.C. Section 7522.30)

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.

## **WAGES**

Effective the first pay period commencing on or after the date the City Council approves this Side Letter, and in conjunction with the simultaneous implementation of the Retirement Section of the Side Letter, the City will provide all Police Officers a four and one-half percent (4.5%) wage increase.

Effective at the start of the pay period that begins on or after July 1, 2013, the City will provide all Police Officers a four and one-half percent (4.5%) wage increase.

## **HOLIDAY LEAVE CASH OUT**

Effective in the last pay period of each calendar year, employees shall be eligible to be paid in cash for up to fifty (50) hours at the employee's Regular Rate of Pay for all accrued unused holiday leave remaining in the employee's account as of that date per Article I, Section 8(a). [Side letter 9/25/07]

Notwithstanding the above, effective July 19, 2009 and during the term of this side letter, employees shall not be eligible to convert their unused Holiday Leave to cash payment [City letter 7/21/09]

### **VACATION LEAVE CASH OUT**

Effective once each calendar year, employee may request to cash out accrued, unused vacation leave at the employee's Regular Rate of Pay, no to exceed 50 hours, per Article I, Section 8(a). [Side letter 9/25/07]

Notwithstanding the above, effective July 19, 2009 and during the term of this side letter, employees shall not be permitted to convert their accrued unused vacation leave for cash payment. [City Letter 7/21/09]

### **RIDE SHARE PROGRAM**

Effective the first full calendar month that commences after this side letter is approved by the City Council, Police Officers shall cease to be eligible to participate in, and receive any benefits under, the City's Ride Share Program. Any Ride Share leave hours that Police Officers accrued and have not used prior to the cessation of this program must be used by the respective Police Officer as set forth under the City's Ride Share Program terms and conditions.

### **PHYSICAL FITNESS**

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, commencing retroactive to October 2012:

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 vacation leave 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.

### **RETIREE MEDICAL BENEFITS**

Retirees who were first hired by the City on and after the date the City Council approves this Side Letter.

Effective for employees first hired by the City on and after the date the City Council approves this Side Letter, 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.


All other provisions of the previous agreement will stay in full effect and in force, until the adoption of the comprehensive MOU.

**Side Letter Agreement to the Memorandum of Understanding between the  
City of South Gate and the South Gate Police Management Association**


~ Signature page ~


The City and the Association acknowledge that this Side Letter Agreement is entered into the 11<sup>th</sup> day of December 2012, and is subject to it being executed by authorized representatives.

**CITY OF SOUTH GATE:**

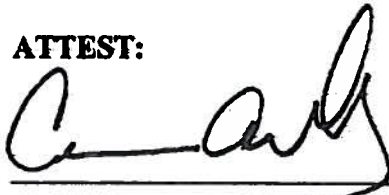
  
\_\_\_\_\_  
W.H. (Bill) De Witt, Mayor  
Date: 12/13/12

**SOUTH GATE  
POLICE MANAGEMENT ASSOCIATION:**

By:   
\_\_\_\_\_  
Its Duly Authorized Representative  
Date: 1-16-13


By:   
\_\_\_\_\_  
Its Duly Authorized Representative  
Date: 12-19-12

**ATTEST:**

  
\_\_\_\_\_  
Carmen Avalos, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

**SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF SOUTH GATE  
AND THE CITY OF SOUTH GATE POLICE MANAGEMENT ASSOCIATION  
FOR THE TERM OF JULY 1, 2014 THROUGH JUNE 30, 2015**

This Side Letter Agreement between the City of South Gate (City) and the South Gate Police Management Association (SGPMA) has been reached through the process of "Meet and Confer" with the object of fostering effective cooperation between the City and SGPMA.

This Side Letter Agreement is made part of and incorporated into the expired Memorandum of Understanding (MOU) between the City and SGPMA for the term of July 1, 2005 through June 30, 2008; the Side Letter Agreement to the 2005-2008 Memorandum of Understanding between the City and SGPMA dated and signed by SGPMA Representative on September 25, 2007; the Side Letter Agreement to the 2005-2008 Memorandum of Understanding between the City and SGPMA signed and dated by SGPMA Representative on October 1, 2007; the Amendment to Memorandum of Understanding, Contract 2265, between the City and SGPMA signed and dated by SGPMA Representative on September 23, 2009; the City Letter to All Police Officers, including Police Management dated July 21, 2009; and the Side Letter Agreement between the City and SGPMA for the term of July 1, 2012 through June 30, 2014.

This Side Letter Agreement has the full force and effect as the provisions in the Memorandum of Understanding (MOU) between the City and SGPMA for the term of July 1, 2014 through June 30, 2015, subject to the approval of the South Gate City Council. It is the intent of the City and SGPMA to complete a comprehensive MOU with the following provisions within a reasonable timeframe from the adoption of this Side Letter Agreement.

**TERM**

This Side Letter Agreement shall be effective from July 1, 2014 through June 30, 2015. The MOU shall become effective only after its adoption by the City Council of the City of South Gate following ratification by the members of SGPMA.

**DEFERRED COMPENSATION**

Effective July 1, 2014, eligible SGPMA members participating in one of the City's deferred compensation 457 plans shall receive a matching dollar for dollar contribution up to one thousand, two hundred dollars (\$1,200) in a fiscal year.

## **VACATION**

Effective on the date the City Council approves this Side Letter Agreement, SGPMA members may request to cash out accrued, unused vacation leave at the employee's Regular Rate of Pay (excludes the special pay a member with 27 or more years of service receives which provides a ten percent (10%) Longevity Pay increment above the seven percent (7%) received once the member has 25 years of service) not to exceed eighty (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 SGPMA member's regular paycheck.

## **COMPENSATORY TIME OFF**

In lieu of receiving overtime pay, SGPMA members may designate earned overtime hours as compensatory time off. Compensatory time off shall be accrued at time and one-half (1.5) the number of overtime hours worked and may be accrued to a maximum of five hundred (500) hours. Compensatory time off may be used in accordance with Department regulations and may be converted to cash payment at the discretions 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 SGPMA member's regular paycheck.

## **DENTAL INSURANCE**

Effective on the first of the month following the date the City Council approves this Side Letter Agreement, the City will pay one hundred percent (100%) of the cost of Delta Dental PPO insurance plan premium for SGPMA members and their eligible dependents as determined by Delta Dental.

## **VISION PLAN**

Effective on the first of the month as feasibly possible following the date the City Council approves this Side Letter Agreement, the City will pay one hundred percent (100%) of the vision care premium for VSP Choice Plan B Copay: \$10/10 for SGPMA members and their eligible dependents.

## **EDUCATIONAL REIMBURSEMENT PROGRAM**

The City will provide up to a total of one hundred thousand dollars (\$100,000) for all eligible City employees' education reimbursements per fiscal year. SGPMA members who meet the terms and conditions of the Program may be eligible for reimbursement of educational expenses in compliance with the City's Educational Reimbursement Program procedures and guidelines.

**SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF SOUTH GATE  
AND THE CITY OF SOUTH GATE POLICE MANAGEMENT ASSOCIATION  
FOR THE TERM OF JULY 1, 2014 THROUGH JUNE 30, 2015**

Signature Page

The City and SGPMA acknowledge that this Side Letter Agreement is entered into on the 25<sup>th</sup> day of November 2014, and is subject to it being executed by authorized representatives.

**CITY OF SOUTH GATE:**

**SOUTH GATE POLICE  
MANAGEMENT ASSOCIATION**

By: Henry C. Gonzalez  
Henry C. Gonzalez, Mayor  
Date: 4-26-14

By: Juanito M. Pote  
Its Duly Authorized Representative  
Date: 12-4-14

By: Daniel Aruk  
Its Duly Authorized Representative  
Date: 12-8-14

**ATTEST:**

Carmen Avalos  
Carmen Avalos, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

Raul F. Salinas  
Raul F. Salinas, City Attorney

**SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF SOUTH GATE  
AND THE CITY OF SOUTH GATE POLICE MANAGEMENT ASSOCIATION  
FOR THE TERM OF JULY 1, 2015 THROUGH JUNE 30, 2017**

This Side Letter Agreement between the City of South Gate (City) and the South Gate Police Management Association (SGPMA) has been reached through the process of "Meet and Confer" with the object of fostering effective cooperation between the City and SGPMA.

This Side Letter Agreement is made part of and incorporated into: 1) the expired Memorandum of Understanding (MOU) between the City and SGPMA for the term of July 1, 2005 through June 30, 2008; 2) the Side Letter Agreement to the 2005-2008 Memorandum of Understanding between the City and SGPMA dated and signed by SGPMA Representative on September 25, 2007; 3) the Side Letter Agreement to the 2005-2008 Memorandum of Understanding between the City and SGPMA signed and dated by SGPMA Representative on October 1, 2007; 4) the Amendment to Memorandum of Understanding, Contract 2265, between the City and SGPMA signed and dated by SGPMA Representative on September 23, 2009; 5) the City Letter to All Police Officers, including Police Management, dated July 21, 2009; 6) the Side Letter Agreement, Contract 2878, between the City and SGPMA for the term of July 1, 2012 through June 30, 2014; and 7) the Side Letter Agreement, Contract 3062, between the City and SGPMA for the term of June 30, 2014 through June 30, 2015.

This Side Letter Agreement, covering the term of July 1, 2015 through June 30, 2017, has the full force and effect as the provisions in the 2005-2008 Memorandum of Understanding (MOU) between the City and SGPMA and the subsequent Side Letter Agreements, and is subject to the approval of the South Gate City Council. It is the intent of the City and SGPMA to complete a comprehensive MOU with the following provisions within a reasonable timeframe from the adoption of this Side Letter Agreement.

#### **TERM**

This Side Letter Agreement shall be effective from July 1, 2015 through June 30, 2017. The comprehensive MOU to be prepared shall become effective only after its adoption by the City Council of the City of South Gate following ratification by the members of SGPMA.

#### **WAGES**

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

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


**SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF SOUTH GATE  
AND THE CITY OF SOUTH GATE POLICE MANAGEMENT ASSOCIATION  
FOR THE TERM OF JULY 1, 2015 THROUGH JUNE 30, 2017**

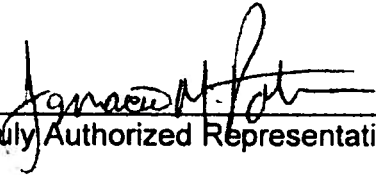
Signature Page

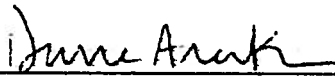
The City and SGPMA acknowledge that this Side Letter Agreement is entered into on the 9<sup>th</sup> day of February 2016, and is subject to it being executed by authorized representatives.

**CITY OF SOUTH GATE:**

**SOUTH GATE POLICE  
MANAGEMENT ASSOCIATION**

By:   
\_\_\_\_\_  
Jorge Morales, Mayor  
Date: 2/10/16

By:   
\_\_\_\_\_  
Its Duly Authorized Representative  
Date: 2-8-16

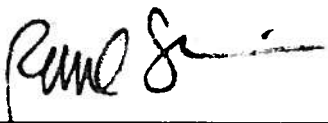
By:   
\_\_\_\_\_  
Its Duly Authorized Representative  
Date: 2-8-16

**ATTEST:**

  
\_\_\_\_\_  
Carmen Avalos, City Clerk

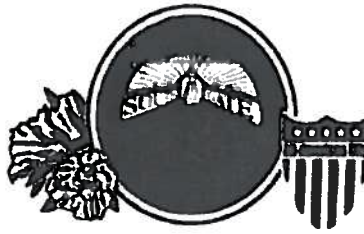
(SEAL)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney



Amendment No. 1  
Contract No. 3393



**AMENDED AND RESTATED TENTATIVE AGREEMENT  
FOR A SUCCESSOR LABOR AGREEMENT**

Per California Government Code Section 3505.1

Between

The City of South Gate and  
The South Gate Police Management Association (SGPMA)

The previous Side Letter Agreement ("Side Letter") between the City of South Gate ("City") and the South Gate Police Management Association ("SGPMA") expired at midnight on June 30, 2017. On April 11, 2017, the SGPMA representatives and the City's labor representative commenced labor negotiations, including exchanging proposals and meeting and conferring towards reaching agreement on a successor labor agreement. On November 20, 2017, the parties reached a complete tentative agreement on a successor labor agreement. The initial Tentative Agreement was ratified by the members of the SGPMA on November 21, 2017, and approved by the City Council on November 28, 2017. After the parties ratified and signed the initial Tentative Agreement, the City offered a one-time, lump sum, non-PERSable payment of \$500.00 to the SGPMA as set forth herein. Additionally, the parties agree that this one-time, lump sum, non-PERSable payment is not intended to be a retroactive payment or a precedent-setting negotiating component in future years. By signing this Amended and Restated Tentative Agreement, the SGPMA accepts this additional term and conditions. This Amended and Restated Tentative Agreement replaces and supersedes any other prior Tentative Agreements between the parties. This Amended and Restated Tentative Agreement shall not become effective until accepted, approved and adopted by the South Gate City Council per Government Code Section 3505.1.

**Successor Agreement:** All terms and conditions of the prior SGPMA MOU 2005-2008, including any amendments thereto, and all Side Letter Agreements between the parties shall be maintained unless expressly modified or changed herein until the successor SGPMA MOU 2017-2020 is accepted, approved and adopted by City Council.

**Term:** Effective July 1, 2017 through June 30, 2020 (3 years). The parties shall commence negotiations for a successor MOU on or before February 1, 2020.

**Wages:**

- A one-time, lump sum payment of \$500.00. (So that there is no misunderstanding regarding this one-time, lump sum payment, CalPERS considers this type of payment to be Off-Salary-Schedule Pay, and per CalPERS Circular Letter 200-048-16, dated November 10, 2016, it would be reportable only for classic members and only when a pay increase has not been granted in the same fiscal year. Accordingly, the City believes that this payment will not be reportable to CalPERS because SGPMA members are also receiving a salary increase in the same fiscal year.)

- Effective November 26, 2017, the base salary for the positions represented by the SGPMA will be increased by 3.7%.
- Effective June 24, 2018, the base salary for the positions represented by the SGPMA will be increased by 3.7%.
- Effective June 23, 2019, the base salary for the positions represented by the SGPMA will be increased by 3.6%.

**Bilingual Pay:** Effective November 26, 2017, bilingual pay for all eligible SGPMA represented employees will be increased from \$100.00 per month to \$125.00 per month.

**Longevity Pay:** Effective November 26, 2017, the MOU language related to Longevity Pay is amended to read as follows:

Employees represented by the SGPMA shall receive Longevity Pay in addition to their base salary rate, per the schedule below:

<b><u>At the Beginning of the:</u></b>	<b><u>Rate of Longevity Pay:</u></b>
27 <sup>th</sup> year of continuous city service	17%

The Longevity Pay indicated above is the actual base pay rate percentage that an employee represented by the SGPMA will receive based on his/her years of continuous service.

**Grievance re: timing of the implementation of the 17% longevity step:** As soon as reasonable after the adoption of this Amended and Restated Tentative Agreement, the City shall pay retroactive unpaid longevity pay, effective the beginning of their 27<sup>th</sup> year of continuous service, to only those employees represented by the SGPMA who have previously reached the beginning of their 27<sup>th</sup> year of continuous service and did not receive longevity pay for that year. In conjunction with this retroactive unpaid longevity pay, the affected employees represented by the SGPMA will have their vacation leave balances reduced by the number of vacation leave hours they accrued during their 27<sup>th</sup> year of continuous city service.

**Grievance re: credit for prior full-time law enforcement service with respect to Longevity Pay:** The City and the SGPMA agree to continue to meet and confer on a regular basis until this grievance is resolved or other agreement regarding resolution is reached.

**Deferred Compensation Match:** Effective November 26, 2017, the language related to the deferred compensation match is amended to read as follows:

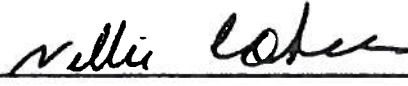
Eligible SGPMA members participating in the City's deferred compensation program shall receive a "dollar for dollar" match up to \$1,200 per calendar year.

**Dental/Vision/Life Insurance/Voluntary Insurances/Section 125 Program:** The City and SGPMA agree to meet to discuss the City's desire to change providers for these particular employee benefits and to meet and confer over the effects of any change in providers or related plans.

**Comprehensive MOU:** The City and the SGPMA agree to work together to jointly prepare and complete a comprehensive MOU for City Council approval on or before March 1, 2018. The successor labor agreement shall contain a provision that complies with AB 119 and sets forth the procedures to be followed by the parties relative to new employee orientations and the SGPMA's right to information.


**City of South Gate**


  
\_\_\_\_\_  
Jackie Acosta, Director of Administrative Services


  
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Nellie Cobos, Deputy Dir. of Admin. Svcs./HR&RM

  
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Colin Tanner, City's Outside Labor Counsel

**South Gate Police Management Association**

  
\_\_\_\_\_  
Ignacio Patino, President

  
\_\_\_\_\_  
Manuel Arana, Vice-President

  
\_\_\_\_\_  
Stephen Silver, SPGMA's Outside Labor Counsel