

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN GABRIEL
AND
SAN GABRIEL POLICE MANAGEMENT GROUP**

PREAMBLE

Pursuant to the California Government Code Sections 3500, et. seq., representatives of the City of San Gabriel, a municipal corporation, hereinafter referred to as the "City," have met and conferred with representatives of the San Gabriel Police Management Group, hereinafter referred to as the "Group", and have reached a Memorandum of Understanding; the provisions of which are contained herein. It is recommended that the City Council of the City of San Gabriel approve said Memorandum of Understanding and take such additional actions as may be necessary to implement the provisions thereof.

ARTICLE 1. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this MOU, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this MOU for its duration.

If the City or Group desires to change any matters in the scope of representation, the representatives of the Group shall have an opportunity to meet and confer with the representatives of the City concerning the proposed changes. All benefits enjoyed by the employees at the present time, which are not included in, nor specifically changed by this MOU, shall remain in full force and effect during the term of this MOU.

ARTICLE 2. PROVISIONS OF LAW

It is understood and agreed that this MOU is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those Federal or State enactments, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be superseded and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby. If any substantive part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision. The parties hereto agree to refrain from initiating any legal action that would invalidate Articles of this MOU.

ARTICLE 3. RECOGNITION

The parties hereto agree that the Group is hereby recognized as the exclusive bargaining representative for those employees with the job classification of Police Sergeant and Police Lieutenant.

ARTICLE 4. TERM

This MOU, when approved and ratified, shall be effective June 28, 2014 and shall remain in effect until June 30, 2017.

ARTICLE 5. SCOPE OF REPRESENTATION

It is mutually recognized between the City and the Group that the scope of representation of the Group shall include, but not be limited to: wages, hours, and other terms and conditions of employment. However, the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law. Whenever the term "employee" is used in this agreement, the same shall mean and refer to individuals employed in job classifications represented by the Group.

ARTICLE 6. MANAGEMENT RIGHTS

All management rights shall remain vested exclusively with the City except those which are clearly and expressly limited or eliminated by this MOU. It is recognized by way of illustration that such management rights include, but are not limited to:

- a. The right to determine the mission of the City, its advisory boards, and commissions and work units.
- b. The right of full and exclusive control of the management of the City; supervision of all operations; determination of the methods, means, and personnel required to perform any and all work; and the composition, assignment, direction, location, and determination of the size and mission of the workforce.
- c. The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- d. The right to change or introduce new or improved operations, methods, means, equipment, or facilities.
- e. The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise, and enforce work rules; to schedule work time; to transfer, reassign, or layoff employees; to determine the content of job classifications; to suspend, reduce in step, demote, discharge, or otherwise discipline employees.

The City shall extend an offer to the Group to meet and confer on the impact on wages, hours, and other terms and conditions of employment of decisions made in the exercise of the preceding rights.

ARTICLE 7. EMPLOYEE RIGHTS

City and Group agree not to discriminate, interfere with, intimidate, restrain, or coerce, any employee because of the exercise of rights protected by this MOU, section 3506 of the California Government Code, and as may be established by judicial precedents.

ARTICLE 8. WORK DISRUPTION

The parties agree that no work disruption of any kind shall be caused or sanctioned by the Group during the term of any agreement entered into by the parties hereto. Work disruptions include but are not limited to: strikes, sit-down, sick-out, stay-down, speed-up or slowdown in any operations of the Department, curtailment of work, or disruption or interference with the operations of the City. The Group shall discourage any such work disruptions, and shall make positive efforts to effect the cessation of such activities.

The participation by an employee in conduct which disrupts or detracts from the operation of the City shall be grounds for disciplinary action. The parties agree that, in the absence of violations of this MOU by the Group or members thereof, the City shall institute no lockout of employees during the term of this agreement.

ARTICLE 9. APPROVAL

It is understood that this Memorandum of Understanding hereafter referred to as "MOU," has been presented to the members of the Group and ratified for submission to the City Council for the Council's consideration/action. It is further understood that this MOU will not be effective without the approval of the City Council.

ARTICLE 10. COMPENSATION

Salary Ranges: The base step ranges shown in Exhibit "A," attached hereto, shall be applicable for the employee's base salary for each classification to be effective as noted in said Exhibit.

Effective June 28, 2014, employees represented by the Group shall receive a total base salary increase of four and one-half percent (4.5%), comprised of a three percent (3%) base increase and a one and one-half percent (1.5%) external equity adjustment. Effective June 27, 2015, employees represented by the Group shall receive a base salary increase of one percent (1%). Effective June 25, 2016, employees represented by the Group shall receive a base salary increase of one percent (1%).

ARTICLE 11. UNIFORM ALLOWANCE

The uniform allowance shall be to \$1,200.00. The uniform shall be distributed in a single, separate check in November of each year. The reason for the November distribution is that the uniform allowance is not "earned" until there has been twelve (12) consecutive months of employment immediately prior to November. For example, if an individual separates from employment during any of the twelve (12) months proceeding November of any year, said individual shall not be entitled to any uniform allowance distribution upon separation. Accordingly, uniform allowance is not "earned" unless the affected employee has been employed for twelve (12) consecutive months prior to November of each year. Therefore, an individual hired by the City shall be ineligible for any uniform allowance distribution until on a November date, that employee has served twelve (12) consecutive months as a City employee.

The City cannot and does not represent that CalPERS shall include said uniform allowance payment as compensation for purposes of benefit determination. CalPERS shall make the determination as to inclusion of said uniform allowance as compensation.

ARTICLE 12. SICK LEAVE

After the completion of one year of service, an employee has the option of being paid for ½ of credited but unused sick leave at his/her then current rate of pay. Such option applies to the leave credited but unused during the 12 month period ending on October 31st of each year. Leave that is not paid off will remain in the employee's sick leave bank. Payment of unused sick leave shall be included in the 1st paycheck in December.

ARTICLE 13. DEFERRED COMPENSATION PROGRAM

Effective the first payroll period commencing on or after July 1, 2007, the City shall cease paying to the CalPERS Deferred Compensation 457 Program the 4% employer contribution for qualifying, full-time sworn unit employees.

The City shall modify its plan documents to allow employees to borrow from their individual deferred compensation accounts.

ARTICLE 14. EDUCATION REIMBURSEMENT

The Salary and Benefit Policy, is amended to provide that education reimbursement costs may also include lodging costs at the POST rate of \$84.00 per night (standard) and \$140.00 per night (in metropolitan areas as defined by POST). However, lodging may be authorized only in those circumstances where the training course is greater than fifty (50) miles from the San Gabriel Police Department, and where the affected officer demonstrates that said training course will not be offered within a fifty (50) mile distance during the three (3) months following the commencement date of the more distant training course. Anyone officer can utilize this lodging expenditure only one time in any fiscal year.

This modification to the definition of reimbursable costs, does not alter pre-existing policies, practices and procedures regarding authorization both to attend training and to utilize available education reimbursement funds.

ARTICLE 15. EDUCATION INCENTIVE

Unit members having qualified for and been issued an Intermediate POST certificate, but being ineligible for and/or not having been issued a college degree, shall be paid an additional three percent (3%) of their established salary. Unit members having qualified for and been issued an Advanced POST certificate, but being ineligible for and/or not having been issued a college degree, shall be paid an additional five percent (5%) of their established salary. Unit members having qualified for and been issued a Supervisory POST certificate, but being ineligible for and/or not having been issued a college degree, shall be paid an additional six percent (6%) of their established salary.

Further, a unit member with a BA or BS degree and a Supervisory POST certificate shall be paid an additional 9% of their established salary.

These incentive amounts shall not be in addition to any other education incentive amounts for which a unit member is eligible. For example, a unit member with an AA degree and an Intermediate POST certificate presently is eligible for a four percent (4%) salary increase. Application of the above language shall not result in a unit member receiving seven percent (7%) of salary. Likewise, a unit member having a BA or BS degree and a Supervisory POST certificate shall not receive a 17% salary increase.

ARTICLE 16. SHIFT SELECTION

Bargaining unit members will be allowed to select their first shift of each year based on seniority; otherwise, they will continue the same shift rotation.

Members assigned to the Patrol Division will be allowed to trade Platoon assignments with another member of the same rank by requesting and receiving written the approval of the Division Commander at

least 30 days prior to the beginning of shift rotation. The Department reserves the right to insert personnel into the rotation as necessary for training purposes which may cause existing personnel to be temporarily or permanently moved to a different platoon. The Department reserves the right to insert personnel into the rotation as necessitated by reassignments and promotions. The Department reserves the right to make platoon reassignments in the event of other necessities that might arise for the orderly functioning of the Department.

ARTICLE 17. SUBPOENA NOTICE

The City will make every reasonable effort to notify police personnel that they have been served with a subpoena to appear in court forty eight (48) hours prior to the scheduled court appearance. However, both parties recognize that there will be exceptions such as -the officer is on vacation and cannot easily be located, the subpoena was received after the forth eight (48) hour period, etc.

ARTICLE 18. VACATION

Police management employees shall be entitled to an increase in vacation leave as follows:

15 years	168 hours
16 years	176 hours
17 years	184 hours
18 years	192 hours
19 years +	200 hours

In December 2014, during a window of not less than one calendar week, at the discretion and convenience of the Finance Department, an employee may voluntarily elect to be paid cash for up to maximum of forty (40) hours of accrued vacation. The cash pay out shall be paid on the December 31, 2014 payroll check.

In the Fall of 2015, during a window of not less than one calendar week, at the discretion and convenience of the Finance Department, but not outside six (6) weeks of the selected paydate, an employee may voluntarily elect to be paid cash for up to maximum of forty (40) hours of accrued vacation. The cash pay out shall be paid on the second regular payroll check in November 2015.

In the Fall of 2016, during a window of not less than one calendar week, at the discretion and convenience of the Finance Department, but not outside six (6) weeks of the selected paydate, an employee may voluntarily elect to be paid cash for up to maximum of forty (40) hours of accrued vacation. The cash pay out shall be paid on the second regular payroll check in November 2016.

ARTICLE 19. RETIREMENT

Employee Retirement Contribution

Effective July 14, 2012, employees shall pay two-thirds (2/3) [i.e., six percent (6%)] of the required nine percent (9%) employee contribution on behalf of the employee to CalPERS. This payment shall be made on a pre-tax basis.

Effective June 13, 2013, employees shall pay the entire portion of the required nine percent (9%) employee contribution on behalf of the employee to CalPERS. This payment shall be made on a pre-tax basis.

Retirement Formula

As soon as approval is granted by CalPERS, the City shall implement a "second tier" retirement formula for those hired after the PERS contract Amendment:

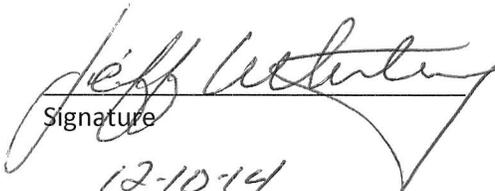
- 2% @ 50
- Three-year average
- Post retirement survivor allowance
- Employees to pay 100% of the employee contribution

Employees currently on payroll who are promoted to sworn positions in the Police Department shall retain their existing 3% @ 50 formula. Employees who are hired from outside the organization shall be placed on the "second tier" formula.

ARTICLE 20. FLEXIBLE BENEFIT PROGRAM

The City will contribute \$1568 per month to each employee through a Flexible Benefit Program in order to purchase basic medical, dental, and vision care benefits. Once the enrollment requirements of our insurance providers are met, the employee has the option to receive any unspent funds as taxable income.

SAN GABRIEL POLICE MANAGEMENT GROUP



Signature

12-10-14

Date

CITY OF SAN GABRIEL



Signature

12/16/14

Date

Exhibit A

<i>Effective June 28, 2014</i>					
	A	B	C	D	E
Police Lieutenant	\$8,725	\$9,161	\$9,619	\$10,100	\$10,605
Police Sergeant	\$6,958	\$7,305	\$7,671	\$8,054	\$8,457

<i>Effective June 27, 2015</i>					
	A	B	C	D	E
Police Lieutenant	\$8,812	\$9,253	\$9,715	\$10,201	\$10,711
Police Sergeant	\$7,027	\$7,379	\$7,747	\$8,135	\$8,542

<i>Effective June 25, 2016</i>					
	A	B	C	D	E
Police Lieutenant	\$8,900	\$9,345	\$9,812	\$10,303	\$10,818
Police Sergeant	\$7,097	\$7,452	\$7,825	\$8,216	\$8,627