

**SAN GABRIEL POLICE MANAGEMENT GROUP  
MOU Language**

**ARTICLE 1. TERM OF THE AGREEMENT**

This MOU, when approved and ratified, shall be effective June 24, 2017 and shall remain in effect until June 30, 2020.

**ARTICLE 2. COMPENSATION**

Salary Ranges: The base step ranges shown in Exhibit "A," attached hereto, shall be applicable for the base salary for each classification to be effective retroactive to June 24, 2017.

The base step ranges shown in Exhibit "B," attached hereto, shall be applicable for the base salary for each classification to be effective June 23, 2018.

The base step ranges shown in Exhibit "C," attached hereto, shall be applicable for the base salary for each classification to be effective the first pay period of July 2019.

In March 2019, the Police Management Group (PMG) has the exclusive and sole right to re-open the MOU on the subject of base salary increases. The City agrees to meet and confer in good faith on the subject of base salary increases. The failure of the parties to reach mutual agreement shall not require the City to implement any additional base salary increases beyond the already agreed upon one percent (1%) effective the beginning of the first pay period in July 2019. The failure to reach mutual agreement is not subject to the impasse procedure; the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in Superior Court.

**ARTICLE 3. OVERTIME**

Effective December 30, 2017, employees are entitled to be compensated for actual hours worked in excess of 80 hours in a work period.

Computation of Overtime: For purposes of overtime computation, time worked shall only include actual hours worked, except that vacation hours used will count as time worked. Additionally, the additional four (4) hours of the work period over eight (80) are governed by the language in the paragraphs below related to the 84-hour shift schedule.

Note: Other City employees can count vacation as time worked only if it is scheduled and approved fourteen (14) days, or more, in advance. In recognition of the elimination of forty (40) hours of Administrative Leave (see Article 9) this provision has been modified for this bargaining unit.

For employees assigned to a 3/12 schedule, four (4) hours of compensatory time, at time and one-half, will be credited for the four (4) hours worked on their regularly assigned eighty-four (84) hour shift schedule. In the event that the employee assigned to a 3/12 schedule uses only sick leave and/or discretionary time during the two (2) week pay period, the four (4) hours of compensatory time, at time and one-half, will not be credited and the employee will only use a total of eighty (80) hours sick leave and/or discretionary leave for that two (2) week pay period. (If an employee works any portion of the pay period, he/she shall receive the four (4) hours at time and one-half of compensatory time).

Compensation for Overtime: With the exclusion of the four (4) hours of compensatory time, at time and one-half, credited to employees working a 3/12 schedule as outlined in the above section, Computation of Overtime, overtime worked shall be paid or credited as compensatory time, at the discretion of the employee at the rate of time and one-half. If paid, the amount due shall be computed based on the employee's present hourly rate which shall include base rate plus any incentive pay or assignment pay being received.

Comp Time Bank: The maximum accumulation in an employee's Compensatory Time Bank shall be 480 hours.

Overtime compensation will be paid in 15-minute increments; any time between a 15-minute period shall be rounded down.

Note: Current language related to Court Pay with regard to hours worked and paid or credited to compensatory time will be amended to comply with this section with regard to eligibility for overtime at 1.5 time.

#### **ARTICLE 4. HEALTH BENEFIT PROGRAM**

Effective with the first pay period of January 2018, the City will contribute a maximum of \$1568 per month for employee and dependent monthly medical, dental and vision premiums for insurance plans offered through the City. Employees will not receive any cash payout of extra monies.

##### **A. Medical Insurance**

The City participates with CalPERS for medical insurance plans via the CalPERS Public Employees Medical and Hospital Care Act (PEMCHA).

An employee can only opt out of medical coverage with the City only if they provide proof of other credible group coverage.

##### **B. Dental Insurance**

All full-time employees are required to participate in the City-provided dental plan. The cost of employee only coverage is deducted from the City-provided monthly contribution of \$1568 per month. Employees may also purchase coverage for

eligible dependents. Dependents must enroll in the same dental plan as the employee.

Effective January 1, 2018, retirees and eligible dependents may participate in the Dental Care HMO plan at their own expense.

### **C. Vision Insurance**

All full-time employees are required to participate in the City-provided vision plan. The cost of employee only coverage is deducted from the City-provided monthly contribution of \$1568 per month. Employees may also purchase coverage in the City-provided vision plan for eligible dependents.

Effective January 1, 2018, retirees and eligible dependents may participate in the City-provided vision plan at their own expense.

An employee who opts out of medical coverage with the City shall only be eligible to receive monies to provide for employee and dependent coverage in the City-provided dental and vision insurance plans. Employees will not receive any cash payout of extra monies.

## **ARTICLE 5. HOLIDAYS**

Effective Fiscal Year 17/18, the City will grant an additional eight (8) hours of holiday time—an additional four (4) hours on Christmas Eve and an additional four (4) hours on New Year's Eve, for a total of 104 holiday hours per year. (This includes a Floating Holiday of 8 hours.) Holidays are credited at the rate of 8 hours each.

Beginning January 1, 2018, holiday hours will be paid out each pay period at the rate of 4 hours per pay period based on the employee's base rate of pay. Such pay out of holiday hours shall be paid at straight time and have no effect on overtime in Article 3 above.

Should an employee separate from City employment prior to the end of the calendar year, he/she shall not be eligible to receive any holiday pay beyond the date of separation from City service. Additionally, an employee on leave of absence without pay shall not be eligible for holiday pay.

With the exceptions provided herein, holidays shall be as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day

Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve  
 Christmas Day  
 New Year's Eve Day

Unless otherwise determined by the City, the actual dates for each of the foregoing holidays shall be the dates adopted by the State of California for its employees.

**ARTICLE 6. VACATION**

**A. Annual Vacation Accrual and Maximum Accrual**

<u>Years of Service</u>	<u>Annual Accrual</u>
1 – 4	80 Hours
5 – 9	120 Hours
10	128 Hours
11	136 Hours
12	144 Hours
13	152 Hours
14	160 Hours
15	168 Hours
16	176 Hours
17	184 Hours
18	192 Hours
19+	200 Hours

Effective the first pay period in December 2017, the maximum vacation accrual rate for all employees shall be 360 hours. Effective the first pay period in December 2017, the maximum vacation accrual rate will be enforced. No vacation hours will accrue in excess of the maximum accrual.

Effective the first pay period in December 2017, any vacation hours in excess of the maximum accrual of 360 hours will be placed into a Vacation "B" Bank.

**B. Cashout**

Effective Fiscal Year 17/18, each year during the first full week in November, (for FY 17/18 only, during the designated period in December) an employee may voluntarily elect to be paid cash for up to maximum of forty (40) hours of accrued vacation. The cash payout shall be included in the pay check for the first pay period of December. (For FY 17/18 only, the cash payout shall be included in the pay check for the second pay period of December.)

For fiscal year 17/18, the vacation cash out hours must be taken from the employee's regular accrual bank.

Employees with hours in Vacation "B" Bank must participate in the Annual Vacation Buyback each December and must buy back the full 40 hours of vacation until this Vacation "B" Bank is depleted.

Any future cash payout from Vacation "B" Bank will be based on the employee's base rate of pay as of December 1, 2017.

Should an employee choose to use hours from the Vacation "B" Bank when taking vacation leave, these hours will be used based on the employee's then current base rate of pay.

#### **ARTICLE 7. SICK LEAVE**

Should an employee not have accrued sick leave available, the absence shall be charged to leave without pay (LWOP). If the employee provides doctor certification of the illness, the Police Chief shall have discretion to determine whether the absence may be charged to accrued leave.

#### **ARTICLE 8. BEREAVEMENT LEAVE**

Twenty-four (24) hours of time off for bereavement leave may be granted with pay by the City Manager, per event, for the death of an employee's immediate family member—wife, husband, child, stepchild, parent, brother, sister, or grandparent (including natural, adopted, in-law, step, and half). Upon the recommendation of the Police Chief and approval of the City Manager, bereavement leave may be granted for a member of the family other than those listed above.

#### **ARTICLE 9. ADMINISTRATIVE LEAVE**

Employees may only use Administrative Leave hours through the first pay period of December 2017. Effective December 9, 2017, Police Lieutenants and Police Sergeants shall no longer be eligible for administrative leave and will be paid out during the second pay period in December for all accrued Administrative Leave.

#### **ARTICLE 10. UNIFORM ALLOWANCE**

Effective Fiscal Year 2017/18, Police Lieutenants and Sergeants shall receive an annual uniform allowance of \$1500 per year. The uniform allowance 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 12 consecutive months of employment immediately prior to each January. For example, if an individual separates from employment during any of the twelve (12) months preceding January of each year, said individual shall not be entitled to any uniform allowance distribution upon separation. An individual hired by the City shall be ineligible for any uniform allowance distribution until on a January 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 11. RE-OPENERS**

The City and PMG agree to re-open the MOU to meet and confer regarding Training Time, the development of a comprehensive MOU, update of the City's Civil Service Rules and Regulations, and implementation of a Health Reimbursement Account.

**CITY OF SAN GABRIEL SALARY SCHEDULE  
POLICE MANAGEMENT GROUP  
Effective June 24, 2017**

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Lieutenant	\$ 9,256	\$ 9,719	\$ 10,205	\$ 10,715	\$ 11,251
	\$ 53.40	\$ 56.07	\$ 58.87	\$ 61.82	\$ 64.91
Police Sergeant	\$ 7,381	\$ 7,750	\$ 8,138	\$ 8,545	\$ 8,972
	\$ 42.59	\$ 44.71	\$ 46.95	\$ 49.30	\$ 51.76

Exhibit B

CITY OF SAN GABRIEL SALARY SCHEDULE  
POLICE MANAGEMENT GROUP  
Effective June 23, 2018

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Lieutenant	\$ 9,349	\$ 9,816	\$ 10,307	\$ 10,822	\$ 11,364
	\$ 53.94	\$ 56.63	\$ 59.46	\$ 62.44	\$ 65.56
Police Sergeant	\$ 7,455	\$ 7,828	\$ 8,219	\$ 8,630	\$ 9,062
	\$ 43.01	\$ 45.16	\$ 47.42	\$ 49.79	\$ 52.28



**CITY OF SAN GABRIEL SALARY SCHEDULE  
POLICE MANAGEMENT GROUP  
Effective June 22, 2019**

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Lieutenant	\$ 9,443	\$ 9,915	\$ 10,411	\$ 10,931	\$ 11,478
	\$ 54.48	\$ 57.20	\$ 60.06	\$ 63.07	\$ 66.22
Police Sergeant	\$ 7,530	\$ 7,906	\$ 8,302	\$ 8,717	\$ 9,153
	\$ 43.44	\$ 45.61	\$ 47.90	\$ 50.29	\$ 52.80