

POLICE OFFICERS' ASSOCIATION

Side Letter of Agreement

April 18, 2023

The City and San Gabriel Police Officers' Association (POA) mutually agree to amend the standing Memorandum of Understanding (MOU) between the parties. The specific terms and conditions of this agreement are as follows:

1. Amend Article 3 (Compensation), Section IV (Special Compensation), Subsection C (Special Assignment Pay) of the MOU to add one (1) special pay assignment to Subsection C for the Recruitment & Training Bureau. The amended provision shall include the following:

Recruitment & Training Officer (RTO)

Members shall be paid an additional three-hundred dollars (\$300.00) per month over their base salary when specially assigned as RTO.

2. Amend Article 5 (Leave Policies), Section V (Bereavement Leave) of the MOU to incorporate AB 1949 into the policy. The amended provision shall specify the following:

“Pursuant to AB 1949, unit members may take up to five (5) days of leave to bereave the death of an immediate family member, which is defined as wife, husband, child, stepchild, parent, brother, sister, or grandparent (including natural, adopted, in-law, step, and half). The City shall provide unit members up to twenty-four (24) hours of paid bereavement leave for qualified bereavement leave events. Additionally, unit members may be granted 8 to 12 extra hours (i.e., the number of hours equivalent to one regular work shift) of paid bereavement leave for instances in which a unit member must travel more than 200 miles from home to attend matters concerning a qualified bereavement leave event. Paid bereavement leave, pursuant to AB 1949, shall not exceed 36 hours for any qualifying event. Employees may use accrued vacation and/or compensatory time for bereavement leave in excess of the maximum paid bereavement leave allowed for the event.

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 hereinabove. Bereavement leave must be requested by the employee and approved by the City Manager, or Human Resources Director if designated.”

3. Amend Article 5 (Leave Policies), Section II (Vacation Leave), Subsection F (Lateral Hire Vacation Accrual Rate Credit) of the MOU to clarify the original intent and meaning of Subsection F. The amended provision shall specify the following:

“The vacation accrual rate for members hired on a lateral basis shall be credited with the time a member worked as a Basic POST certified peace officer in a law enforcement agency before joining the San Gabriel Police Department (SGPD). This time shall be referred to as “qualified carryover time”.

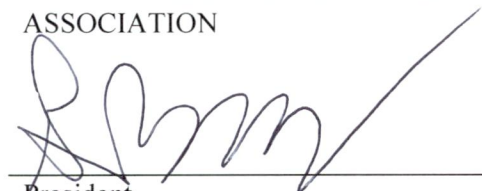
To be eligible for this credit, the member must meet the following criteria for lateral hire:

- a. Member voluntarily left their prior law enforcement agency in good standing as a Basic POST certified peace officer.
- b. Member held regular, non-probationary employment status with their prior law enforcement agency before joining SGPD.
- c. Member had no break in service before accepting employment with SGPD.

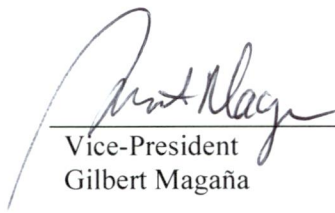
This provision shall be effective November 20, 2021. Adjustments to lateral members’ accrual rates shall be made prospective to the effective date of this provision.”

The hereinabove items “1” and “2” shall be effective January 1, 2023, and item “3” shall be effective November 20, 2021.

SAN GABRIEL POLICE OFFICERS’
ASSOCIATION



President
Gabino Banelos




Vice-President
Gilbert Magaña

CITY OF SAN GABRIEL



City Manager
Mark Lazzaretto



Human Resources Director
Edward M. Macias