

MEMORANDUM OF UNDERSTANDING
CITY OF GONZALES
AND THE
GONZALES POLICE OFFICERS ASSOCIATION
JULY 1, 2013 THROUGH DECEMBER 31, 2018

SECTION 1: PREAMBLE

This Memorandum of Understanding is entered into by the City of Gonzales (hereinafter referred to as "the City") and the Gonzales Police Officers Association (hereinafter referred to as "The GPOA"). This Memorandum of Understanding is subject to Sections 3500-3510 of the California Government Code and Chapter 2.44 of the Gonzales Municipal Code, along with the City of Gonzales Personnel Rules, Regulations and Policies, which are incorporated herein by reference and made a part hereof.

"Employee," as defined for the purpose of this Memorandum of Understanding, shall mean a regularly appointed employee in an appropriate job classification as defined in Section 3.09A of the City's Personnel Rules, Regulations and Policies.

SECTION 2: RECOGNITION

Pursuant to Sections 3500-3510 of the Government Code of the State of California and Chapter 18 of the City's Personnel Rules, Regulations and Policies, the City certifies the GPOA as the recognized employee organization of the representation unit consisting of all regular employees classified as Police Officer.

SECTION 3: PAY RATE AND PRACTICES

A. SALARY INCREASES: Refer to Attachment A, for base salary increases for the period from January 1, 2015 through December 31, 2018.

B. MERIT INCREASES: A Performance Evaluation will be completed annually for all employees. An evaluation of eligibility for step advancement to the next step of the Classification Plan will occur coincidentally with the employee's eligibility date. Merit advancements at the established review dates shall not exceed one step annually. Once the top step of the range has been achieved, the employee is not eligible for further merit advancements in that classification, except as provided below, unless the salary schedule is revised at the discretion of the City.

C. EXCELLENCE INCENTIVE STEPS (SEVENTH AND EIGHTH STEPS): An employee in the GPOA may be eligible for an extra four percent (4%) excellence incentive step if ALL of the following criteria have been met as determined by the City Manager, upon the completion of an annual Performance Evaluation, and upon the recommendation of the Chief of Police.

1. Placement on the top step of the relevant classification plan for a minimum of twelve (12) months;
2. A minimum of seven (7) years of service as a full-time permanent Police Officer with the City of Gonzales;
3. Possession of an Advanced Officer Certificate (Intermediate or Advanced);
4. No disciplinary action (written reprimand or beyond) within the previous twelve (12) months;

5. Rating of 30 points or higher on the two (2) previous annual Performance Evaluations (12 months prior and 24 months prior);
6. Rating on current Performance Evaluation of 30 points or higher.

If an employee meets all of the criteria outlined above, s/he may be eligible for a merit increase of 4% to be effective on his/her annual evaluation date, not to exceed a cumulative 8% in Excellence Incentive Merit increase.

D. FIELD TRAINING OFFICER (F.T.O.) PAY: Employees assigned F.T.O. responsibilities shall receive an additional five percent (5%) of their current monthly salary per month during the time of such assignment, payable in the second pay period of each month. Said assignment and the attendant differential, which shall be made via appointment at the discretion of the Chief of Police, shall not exceed a period of three months during the term of this Memorandum of Understanding.

E. BILINGUAL PAY: Upon the successful passing of a test designed and administered by the City Manager's office to determine Spanish language skills, effective July 1, 2006 an employee shall receive an additional 5% of base pay per month. The test shall measure both writing and speaking abilities. The employee must pass a proficiency test each year to continue receiving bilingual pay. Employees may be retested at the discretion of the City Manager at any time.

F. MEDICAL FIRST RESPONDER PAY: In lieu of certificate payment for the Medical First Responder Category, an employee shall have the option to contribute an additional \$40.00 (forty dollars) to his/her Cafeteria Plan or an approved Deferred Compensation Plan as referenced in Paragraph [H] below.

G. HEIGHT-WEIGHT INCENTIVE PAY: In lieu of certificate payment for the Height-Weight Category, an employee shall have the option to contribute an additional \$10.00 (ten dollars) to his/her Cafeteria Plan or an approved Deferred Compensation Plan as referenced in Paragraph [H] below.

H. SPECIAL COMPENSATION PAY: In lieu of Medical First Responder and Height-Weight Incentive Differential Pay referenced in Paragraphs [F] and [G] above, each officer shall have the option to contribute a total of an additional \$50.00 (fifty dollars) to his/her Cafeteria Plan or an approved Deferred Compensation Plan.

I. EDUCATION INCENTIVE PAY: Each employee holding an Associate or Arts (AA) Degree and/or a Bachelors (BA or BS) Degree shall receive an additional \$50 per month, payable in the first pay period of each month. Payment shall begin in the month following the date a copy of the diploma documenting the AA and/or BA or BS Degree was received by the City. A maximum of \$50 per month shall be paid per employee for Degree(s) obtained in this section of Educational Incentive Pay.

Each employee who obtains an Advanced Officer Certificate - Intermediate, shall receive an additional \$25 per month, payable in the first pay period of each month; or, each employee who obtains an Advanced Officer Certificate - Advanced, shall receive an additional \$50 per month, payable in the first pay period of each month. This provision will only remain in effect through December of 2006, and shall be of no further effect thereafter.

Effective January 1, 2014 each employee who obtains an Advanced Officer Certificate - Intermediate, shall receive an additional 3% of base salary per month and each employee who obtains an Advanced Officer Certificate - Advanced, shall receive an additional 3% of base salary per month.

The maximum amount an officer may receive pursuant to this section will be 6% of base salary per month.

J. EDUCATIONAL REIMBURSEMENT PAY: Employees shall be entitled to reimbursement for continuing educational costs related to the performance of their duties pursuant to Chapter 14- Employee Development of the City of Gonzales Personnel Rules, Regulations and Policies.

K. CALL BACK WORK/COURT PAY: Call back work is defined as any time an employee is called back to work that does not continue into or after regular shift time. Call back work shall be compensated at the rate of a minimum of three (3) hours of pay at the overtime rate of time-and-one half of the employee's base hourly rate of pay, except as provided in this section.

L. HOLIDAY LEAVE/PAY: Holiday leave and/or pay are provided in recognition that employees must work on the eleven (11) established City holidays. Each employee may, with the authorization of the Chief of Police, take seven and one-third (7.33) hours of time off per month as Holiday Leave. In the event an employee is unable to utilize his/her seven and one-third (7.33) hours of Holiday Leave in the previous month, the employee shall be paid for said seven and one-third (7.33) hours of leave at the over-time rate of time-and-one-half of the employee's base hourly rate of pay, payable in the second pay period of the month.

M. COMPENSATION TIME:

Employees shall be entitled to compensation time pursuant to Section 5.12 of Chapter 5- Compensation and Hours of the City of Gonzales Personnel Rules, Regulations and Policies, subject to the following modifications:

1. Employees shall be entitled to accumulate a maximum of eighty (80) hours of compensatory time. No further compensatory hours may be accrued after this cap has been reached.
2. Employees shall have the right to sell up to 40 (forty) hours of compensatory time once per calendar year, in December, subject to the following rules:
 - (a) The request for payment of up to 40 hours of compensatory time must be received by November 1 of each year.
 - (b) City shall retain the discretion to buy back hours at other times of the year.

N. UNIFORM ALLOWANCE: The City shall provide all officers with standardized uniforms in accordance with the agreed upon City policy.

SECTION 4: INSURANCE COVERAGE

A. HEALTH INSURANCE: The City shall pay 100% of the cost of health insurance premiums for an employee's medical, vision and dental coverage. The City will pay (1) up to \$894 for an Employee and 2 dependents (or more) or (2) up to \$872 for Employee and 1 dependent. All costs over the applicable limit per month for dependent coverage shall be paid by the employee through payroll deductions.

As per Section [3] Paragraph [H] above, all employees in the GPOA shall have the option to contribute an additional \$50.00 to his/her Cafeteria Plan in lieu of Medical First Responder and Height-Weight Incentive Differential Pay.

Any employee in the GPOA with valid proof of enrollment in an outside medical coverage, or a component thereof, shall have the option to receive a fifty-percent (50%) rebate for the normal costs which the City would pay for that respective component of the employee's monthly health premium.

Furthermore, the GPOA agrees to allow the City to change the City's Health Insurance Carrier or Health Insurance Plan without going through the "meet-and-confer" process as long as the benefit level existing on the effective date of this Agreement is maintained. For clarification purposes, for an employee receiving the medical in lieu of medical coverage benefit as of May 1, 2006, this benefit is grandfathered in at \$400. This provision would no longer apply in the event that said employee ever opted to accept the medical coverage provided by the City. In the event any dispute arises concerning a proposed change in carrier or plan, City and the GPOA agree to work in good faith to resolve any and all disputes.

B. LIFE INSURANCE: The City shall pay for life insurance as per the City's current policy.

SECTION 5: CONTRIBUTION TO PUBLIC EMPLOYEES RETIREMENT SYSTEM

A. CLASSIC EMPLOYEES: The City shall contribute the Employers' contribution, as per the existing Contract between CalPERS and the Gonzales Public Safety Group under the 2% at 55 Defined Retirement Plan for Classic Employees as defined by CalPERS.

B. EMPLOYEE RETIREMENT PAYMENT OFFSET: Effective July 1, 2014, all Classic employees are required to pay the full amount of the employee's portion of the CalPERS Defined Benefit Retirement Plan. To offset this payment, the City will provide a seven percent (7%) increase to the employee's base salary.

C. NEW EMPLOYEES: Effective January 1, 2013 the City shall contribute the Employers' contribution as per the formula established by CalPERS for the Gonzales Public Safety Group under the 2% at 57 Defined Retirement Plan for New Employees as defined by CalPERS. However, as required by PEPRRA the City is no longer allowed to pay for the Employer Paid Member Contribution (EPMC) and therefore, New Employees are responsible for paying for the full amount of the employee's portion of the CalPERS Defined Benefit Retirement Plan.

SECTION 6: DEFINED CONTRIBUTION PLAN (PARS) FOR CLASSIC EMPLOYEES

Commencing July 1, 2013 for Classic Employees as defined by PEPRRA, the City agrees to contribute seven percent (7%) of the employee's base salary to a Defined Contribution Plan (PARS) pursuant to the Public Agency Retirement Services (PARS) Plan included as Attachment B.

Effective July 1, 2014 the City agrees to contribute an additional two percent (2%) of the employee's base salary to a Defined Contribution Plan (PARS) for a total amount of nine percent (9%), pursuant to the Public Agency Retirement Services (PARS) Plan included as Attachment B.

SECTION 7: TENURED (LONGEVITY) PAY

The City agrees to provide Tenured (Longevity) adjustments to base salary pursuant to the following schedule:

- All unit members who have been employed with the City for at least fifteen (15) years will be compensated an additional two percent (2%) of the employee's base pay;

- All unit members who have been employed with the City for at least twenty (20) years will be compensated an additional two percent (2%) of the employee's base pay;
- All unit members who have been employed with the City for at least twenty (25) years will be compensated an additional two percent (2%) of the employee's base pay.

SECTION 8: PROBATIONARY PERIOD

Employees shall serve a probationary period of eighteen (18) months.

SECTION 9: PHYSICAL FITNESS STANDARDS

The GPOA agrees to maintain the current standards of fitness as set forth on June 30, 1999.

SECTION 10: MANDATORY DRUG TESTING

All employees in the GPOA shall be subject to mandatory random drug testing. Each employee in the GPOA shall be subject to no more than three tests in one calendar year. This method and procedures for the random drug testing shall be established by the City Manager.

SECTION 11: TERM

This Memorandum of Understanding shall become effective with a retroactive date of July 1, 2013, upon approval by the City Council of the City of Gonzales and shall remain in force and effect up to and including December 31, 2018.

SECTION 12: STANDARDIZED ROLL CALL TRAINING PROGRAM

City and GPOA agree to implementation of a "Standardized Roll Call Training Program" in accordance with Attachment C of this Memorandum of Understanding.

SECTION 13: PROVISIONS OF THE LAW

This Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations, as well as the Personnel Rules and Regulations of the City of Gonzales.

Should any of the provisions herein contained be rendered or declared invalid by reasons of any State and Federal legislation or court action, such invalidations of such part or portions of this Memorandum of Understanding shall not invalidate the remaining portions and they shall remain in full force and effect insofar as such remaining portions are severable.

SECTION 14: FULL UNDERSTANDING

This Memorandum of Understanding includes each and every agreement, policy and procedure entered into by the parties with respect to those employees for which the Gonzales Police Officers Association is authorized to represent.

Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters, are hereby superseded when called for or terminated in their entirety as contained herein.

Except as specifically provided herein, it is agreed and understood that each party agrees that the other shall not be required, unless mutually agreed by both parties, to negotiate with respect to any subject


or matter within the scope of representation during the term of this Agreement.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provision.

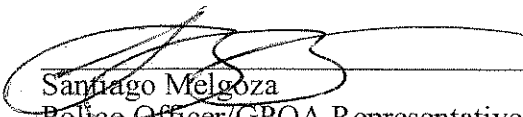
APPROVAL SIGNATURES:

CITY OF GONZALES:

GONZALES POLICE OFFICERS
ASSOCIATION:



René L. Mendez
City Manager



Santiago Melgoza
Police Officer/GPOA Representative

Dated: 7/17/14

Dated: 7-17-2014

ATTACHMENT A

Salary Increases

The City Agrees to provide adjustments/increases to base salary over the life of this MOU pursuant to the following schedule:

January 1, 2015	2%
January 1, 2016	3%
January 1, 2017:	Increase will be based on the December 2016 Consumer Price Index (CPI), but will not be less than 2% and no higher than 3%.
January 1, 2018	Increase will be based on the December 2017 Consumer Price Index but will not be less than 2% and no higher than 3%.

ATTACHMENT B

Defined Contribution Plan (PARS) for Classic Employees

NOTE: Plan will be included in this section once finalized by PARS.

ATTACHMENT C

Standardized Roll Call Training Program

The City agrees to implement the adjusted 3/12 Work Schedule as proposed by the POA on March 30, 2006 (with revisions) as a Pilot Program for three months to facilitate the implementation of the Standardized Roll Call Training Program on June 1, 2006. Upon the conclusion of the three months (September 1, 2006), the Chief of Police will determine if the adjusted 3/12 Work Schedule was effective for this purpose through:

- Achieving a 85% compliance in the Standardized Roll Call Training Program (daily logs with sign offs for instructor and officer receiving training for 20 minutes); and,
- Agreement of the supervisors/officers providing the training that the work schedule accommodates the Program; and,
- Approval by the Chief of Police.

If the adjusted 3/12 Work Schedule is not approved, the Chief of Police may implement the 12.5 hour Work Schedule (or other modifications, at her discretion) effective August 1, 2006. The POA has until June 9, 2006 to submit their recommendations for different schedule prior to the Chief's final decision.

If the POA does not agree with the Chief's final decision, within 10 days of the Chief's final decision an appeal must be submitted to the City Manager, for a final determination.

