

RESOLUTION NO. 2019-64

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GONZALES AND THE GONZALES POLICE OFFICERS
ASSOCIATION FOR THE PERIOD COVERING JANUARY 1, 2019 THROUGH
DECEMBER 31, 2021**

WHEREAS, the City and the Gonzales Police Officers Association have agreed to the terms and conditions of a Memorandum of Understanding for January 1, 2019 through December 31, 2021 for regular employees classified as Police Officers.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Gonzales that the City Manager be, and is hereby authorized and directed for and on behalf of the City of Gonzales, to execute a Memorandum of Understanding with the Gonzales Police Officers Association for the period January 1, 2019 through December 31, 2021, in the form of the document hereunto attached and marked Exhibit A and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Gonzales at a regular meeting duly held on the 7th day of October 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Maria Orozco, The Honorable Mayor

ATTEST:

Mary Villegas, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING
CITY OF GONZALES
AND THE
GONZALES POLICE OFFICERS ASSOCIATION
JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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 1.24 of the Gonzales City 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 3.10 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 15 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, 2019 through December 31, 2021.

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 (Eighth Step) has been achieved, the employee is not eligible for further merit advancements in that classification.

C. SEVENTH AND EIGHTH STEPS: The Seventh and Eighth Steps identified in the City of Gonzales Classification Plan (Public Safety Staff) will no longer be classified as Excellence Incentive Steps and shall now represent the last two (2) Steps recognized in the Classification Plan available to Public Safety Staff. An employee in the GPOA must meet the step eligibility standards outlined in Section B above to be eligible for step advancement.

D. FIELD TRAINING OFFICER (F.T.O.) PAY: Employees assigned F.T.O. responsibilities (assigned to Officer Trainee) shall receive an additional five percent (5%) of their current monthly base salary per month, while actively performing F.T.O. duties, during the time of such assignment. Said assignment and the attendant differential, which may be made via appointment by way of a selection process, shall be reviewed and authorized at the discretion of the Chief of Police. Once an employee has been selected and assigned as a F.T.O., the employee shall remain in the F.T.O. assignment for the term of this Memorandum of Understanding unless the employee is removed from the F.T.O. assignment for cause.

E. SCHOOL RESOURCE OFFICER (S.R.O.) PAY: Employees assigned S.R.O. responsibilities shall receive an additional five percent (5%) of their current monthly base salary per month during the time of such assignment. Said assignment and the attendant differential, which may be made via appointment by way of a selection process, shall be reviewed and authorized at the discretion of the Chief of Police. Once an employee has been selected and assigned as a S.R.O., the employee shall remain in the S.R.O. assignment for the term of this Memorandum of Understanding unless the employee is removed from the S.R.O. assignment for cause.

F. EVIDENCE ROOM CUSTODIAN PAY: Employees assigned Evidence Room Custodian responsibilities shall receive an additional five percent (5%) of their current monthly base salary per month during the time of such assignment. Said assignment and the attendant differential, which may be made via appointment by way of selection process, shall be reviewed and authorized at the discretion of the Chief of Police. Once an employee has been selected and assigned as an Evidence Room Custodian, the employee shall remain in the Evidence Room Custodian assignment for the term of this Memorandum of Understanding unless the employee is removed from the Evidence Room Custodian assignment for cause.

G. RANGE MASTER PAY: Employees assigned Range Master responsibilities shall receive an additional five percent (5%) of their current monthly base salary per month, while actively performing the Range Master Duties, during the time of such assignment. Said assignment and the attendant differential, which may be made via assignment by way of a selection process, shall be reviewed and authorized at the discretion of the Chief of Police. Once an employee has been selected and assigned as a Range Master, the employee shall remain in the Range Master assignment for the term of this Memorandum of Understanding unless the employee is removed from the Range Master assignment for cause.

H. 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 current monthly base salary. The test shall measure both writing and speaking abilities. The employee may be required to pass a proficiency test each year to continue receiving bilingual pay during the term of this Memorandum of Understanding.

I. SPECIAL COMPENSATION PAY: In lieu of Medical First Responder and Height-Weight Incentive Differential Pay, each officer shall have the option to contribute a total of an additional Fifty Dollars (\$50.00) to his/her Health Insurance Employee Cost Deduction or an approved Deferred Compensation Plan.

J. EDUCATION INCENTIVE PAY: Each employee holding an Associate or Arts (AA) or an Associate of Science (AS) Degree shall receive an additional Seventy-Five Dollars (\$75.00) per month, and each employee holding a Bachelors (BA or BS) Degree shall receive an additional One Hundred Dollars (\$100.00) 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 or AS and/or BA or BS Degree was received by the City. A maximum of \$100.00 per month shall be paid per employee for Degree(s) obtained in this section of Educational Incentive Pay.

K. POST INCENTIVE PAY: Effective January 1, 2019 each employee who possesses and/or obtains a Peace Officers Standardized Training (POST) Intermediate Certificate shall receive an additional 3.5% of monthly base salary per month, and each employee who obtains a Peace Officers Standardized Training (POST) Advanced Certificate shall receive an additional 3.5% of monthly base salary per month. The maximum amount an officer may receive pursuant to this section will be 7% of monthly base salary per month.

L. 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.

M. 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. Court Pay shall be compensated at a rate of a minimum of four (4) hours of pay at time-and-one-half of the employee's base hourly rate of pay. The Parties recognize that Court Pay is compensating the employee for physically appearing for court while off-duty. Employees will not be required to report to the Department after being released from court to work the remaining minimum paid overtime hours; however, employees shall be required to contact the Department Watch Commander (Sergeant), or designated Watch Commander upon being released from court.

N. 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 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.

O. 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:

1. The City shall provide all Officers with standardized uniforms in accordance with the agreed upon City policy.
2. The City shall pay each Unit Member the sum of Eight Hundred Dollars (\$800.00) annually as a uniform maintenance allowance. Said uniform maintenance allowance shall be reported to CalPERS periodically when earned, on a pay period basis, in accordance with the Public Employees' Retirement Law and applicable regulations. This item is not reportable for new members under PEPR, as defined by Government Code Section 7522.04(f).

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, and the City contributes towards dependent coverage.

Any employee in the GPOA with valid proof of enrollment in an outside medical coverage, whose health insurance premiums are not being paid by the City, and that was receiving the former "payment-in-lieu-of-the-medical-coverage" benefit as of June 1, 2006 was grandfathered in at a rate of Four Hundred Dollars (\$400.00) per month. Effective April 1, 2016, for new employees, this "payment-in-lieu-of-the-medical-

coverage” of Four Hundred Dollars (\$400.00) is for an Employee + Family, and will be adjusted to Two Hundred Dollars (\$200.00) for an Employee + Dependent, and to One Hundred Dollars (\$100.00) for an Employee only. Payments made for dependent premiums are not included in this rebate. This special rate will be permanently forfeited in the event that said employee opts to accept the medical coverage provided by the City.

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, the City will provide seven percent (7%) increase to the base salary for those employees employed on that date. For all other CalPERS Classic Employees hired after July 1, 2014, the seven percent (7%) increase to the employee's base salary does not apply and does not apply to new hires.

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. New Members shall pay the full amount of the employee contribution as established by CalPERS each year.

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

Commencing July 1, 2013 for Classic Grandfathered Employees as defined by PEPRA, 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.

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.

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 twelve (12) months.

SECTION 9: TERM

This Memorandum of Understanding shall become effective with a date of January 1, 2019, upon approval by the City Council of the City of Gonzales and shall remain in force and effect up to and including December 31, 2021.

SECTION 10: 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 a court of competent jurisdiction or 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, and City will provide notice to GPOA Representative of all changes, as referenced in this section, related to provisions contained herein, and have the opportunity to meet and confer over the impacts and effects.

SECTION 11: FULL UNDERSTANDING

This Memorandum of Understanding includes each and every agreement 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 Memorandum of Understanding.

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:**

Rene L. Mendez
City Manager

Cesar Castillo
Police Officer/GPOA Representative

Dated: _____

Dated: _____

SALARY INCREASES

The City Agrees to provide adjustments/increases to the base monthly salary of all GPOA Members over the term of this Memorandum of Understanding pursuant to the following schedule:

January 1, 2019	3.0%
January 1, 2020	A minimum of the December reading of the CPI-U for San Francisco/Hayward/Oakland Area, but not less than 3.0% and no higher than 4.0%.
January 1, 2021	A minimum of the December reading of the CPI-U for San Francisco/Hayward/Oakland Area, but not less than 3.0% and no higher than 4.0%.

****NO INFORMATION FOLLOWS ON ATTACHMENT A****