

**City of Gilroy  
and  
Gilroy Police Officers Association**

**Supplemental Agreement on All Issues**

The City of Gilroy ("City") and the Gilroy Police Officers Association ("GPOA") have met and conferred in good faith and agreed to the following changes to the Memorandum of Understanding ("MOU") between the parties dated July 1, 2009 through June 30, 2010. This document is intended to supersede any inconsistent provisions of the original MOU, any supplemental agreements, and any side letters to the MOU. All other terms and conditions in the existing MOU shall remain in full force and effect unless modified by this Supplement Agreement. Following adoption of this supplemental agreement, a consolidated MOU will be prepared and implemented which will include all elements of the supplemental agreement (and exhibits).

The City and GPOA agree to amend the MOU as follows:

1. **EPMC.** The parties agree that the City will discontinue payment of the Employer Paid Member Contribution. All bargaining unit employees will pay the 9% employee contribution through salary deduction. Article IV Salary and Other Compensation, Section B Retirement Contribution will be amended as follows:

**Section B: Retirement Contribution:**

- ~~1. The CITY shall pay employees retirement contributions at the rate of nine (9%) percent for personnel covered by this MOU. These payments will continue to be considered and will be reported to PERS as the employees contribution.~~
- ~~2. The City will report the employer paid member contribution (EPMC) to PERS as special compensation.~~

**Effective August 1, 2010, all bargaining unit employees will be responsible for paying the 9% member retirement contribution.**

2. **Retirement Formula.** Employees hired after Council adoption of the required PERS contract amendment paperwork will be subject to the 2% @ 50 retirement formula. Article VII Miscellaneous, Section Q Retirement will be amended as follows:

**Section I. PERS:**

**Bargaining unit members hired prior to January 1, 2011 will remain subject to the current 3% @ 50 retirement formula. All employees hired after the January 1, 2011 shall be subject to the 2% @ 50 retirement benefit.**

Retirement plan options for all employees covered by this MOU shall be those in effect on July 1, 2010 under the current 3% at 50 retirement plan, including the credit for

unused sick leave option, the single highest year option, and the PERS 1959 Survivors Benefit Level.

**At the request of GPOA, the City agrees to re-open this MOU to discuss options to allow employees to participate in an enhanced retirement plan wholly at the employees' expense. If the parties mutually agree to such a plan, the plan will be implemented during the term of the agreement.**

3. **Salaries:** There will be no salary increases for fiscal years 2010-11 or 2011-12. Article IV Salary and Other Compensation, Section A Salaries will be replaced with the following:

**Section A: Salaries**

**Salary schedules in effect on June 30, 2010 shall remain in effect through June 30, 2012.**

4. **Personal Leave:** The parties agree to add forty (40) hours of personal leave each for fiscal years 2010-2011 and 2011-12. Modify Article VI Leaves, Section K Personal Leave to read as follows:

**Section K: Personal Leave:**

Each employee will be granted Personal Leave annually. This leave is credited and available to the employee on July 1 of each year; it is not cumulative. The amount of Personal Leave authorized is 16 hours per year or, for personnel working a 4-10 schedule, 20 hours per year.

**Personal leave days must be used in the fiscal year they are earned and all unused hours will be forfeited. Personal leave days/hours cannot be used if overtime would be needed to cover the absence.**

**Each bargaining unit member will be credited with forty (40) additional hours of personal leave in fiscal years 2010-11 and 2011-12 only.**

5. **Insurance.** The parties agree to increase the City's contribution to medical and dental insurance by 5% effective January 1, 2011, and 5% effective January 1, 2012. Modify Article V. Insurance Programs, replace Section A: Medical and Dental Insurance with the following:

**Section A: Medical and Dental Insurance:**

1. City Contributions.

- A. Effective January 1, 2011, the City shall contribute up to the following amounts to each employee in this Unit for the purpose of purchasing health insurance type benefits:

Employee Only	\$592.33
Employee + 1	\$1,167.58
Employee + 2 or more	\$1,488.97

The above contribution amounts include the mandatory PERS Public Employees Medical and Hospital Care Act ("PEMHCA") contribution and mandatory Delta Dental contribution (GPOA Delta Dental PPO [Preferred Provider Organization] Plan).

- B. Effective January 1, 2012, the City shall contribute up to the following amounts to each employee in this Unit for the purpose of purchasing health insurance type benefits:

Employee Only	\$621.95
Employee + 1	\$1,225.96
Employee + 2 or more	\$1,563.42

The above contribution amounts include the mandatory PERS Public Employees Medical and Hospital Care Act ("PEMHCA") contribution and mandatory Delta Dental contribution (GPOA Delta Dental PPO [Preferred Provider Organization] Plan).

2. The contribution amount that the employee qualifies to receive is based upon the number of individuals that the employee enrolls in a medical plan (i.e., Employee Only, Employee plus One, or Family).
3. Employees may also purchase other insurance benefits through the § 125 Plan and have the cost of those benefits deducted from their paycheck.
4. The employee may waive medical insurance under this program provided they show proof of other medical coverage. Dental coverage cannot be waived. The employee must enroll himself or herself, along with qualifying dependents, in the Delta Dental plan.
5. If an employee waives medical benefits pursuant to Paragraph 4, above, the employee may purchase other insurance benefits with any remaining § 125 contribution amount. Effective upon adoption of this agreement, the employee can also opt to receive a cash payment for up to the employee only contribution less the medical contribution allocation required by CalPERS and the Della Dental Contribution.

6. The parties share an interest in addressing the increase in the cost of PEMHCA benefits. To that end, the parties agree that the City may contract with different health benefit providers, consortia, or groups to provide health coverage that is equivalent to that provided under PEMHCA. If either the benefits provided or the rate structure in place between active and retired employees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the Association prior to contracting with the alternate provider, consortia, or group.
  
6. **FTO.** Pay the 5% FTO pay for the actual hours worked in the capacity as an FTO as stated in the first paragraph. Delete the entire second paragraph.

**Section H. FTO Pay:**

Employees in the classification of Police Officer who are formally assigned by the Department as Field Training Officers shall receive FTO pay of five (5%) percent during the hours they are actually assigned a trainee (including reserve trainees).

~~Training of employees (other than reserve officers) is done in focused segment blocks of 40-120 hours. The officer assigned as an FTO and tasked to provide a "segment" of training (minimum of 40 hours) will be paid 5% of the officer's base pay for all of the pay periods where the majority of training hours takes place. If an officer serving in the role of an FTO exceeds 120 hours in a pay period, that FTO will receive 5% of base for the following pay period.~~

7. **K-9 and Mounted.** Incorporate the side letter on K-9 and Mounted Unit, a true and correct copy of which is attached, into the MOU on a continuous basis.
  
8. **Other Tentative Agreements.** This agreement includes all other tentative agreements reached during this negotiation, a true and correct copy of these tentative agreements is attached.
  
9. **[New Section] Charter Amendment**

**The City Council shall not place before the voters nor support, any initiative measure to repeal, modify or change any portion of the Gilroy City Charter providing for binding interest arbitration for police officers employed by the City of Gilroy during the term of this agreement. The Union shall not seek to qualify for the ballot nor support any initiative measure to amend the Gilroy City Charter affecting labor relations or matters within the scope of representation during the term of this agreement.**

10. **MOU Term.** Two year, expiring on June 30, 2012. Article XI. Term, will be amended as follows


**ARTICLE XI. TERM**

The Memorandum of Understanding represents the entire Agreement between the CITY and ASSOCIATION on subjects contained herein and shall become of full force and effect on July 1, ~~2010~~ 2006, unless otherwise noted, and shall continue in full force and effect until midnight June 30, ~~2012~~ 2009. The ASSOCIATION shall provide the CITY with its proposals for the period beginning July 1, ~~2012~~ 2009 no later than April 1, ~~2012~~ 2009.

**For the City of Gilroy:**

**For the Gilroy Police Officers Association:**

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**Thomas Haglund, City Administrator**

 08/18/10  
\_\_\_\_\_  
**Mitch Madruga, GPOA President**

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**Denise Turner, Police Chief**

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**Jason Smith, GPOA Lead Negotiator**

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**LeeAnn McPhillips, Human Resources Director**

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**David Aceves, GPOA Negotiator**

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**Charles Sakai, Negotiations Counsel**

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**Brian Dutton, GPOA Negotiator**

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**Bud Stone, GPOA Chief Negotiator**

Parcel 5/17/10 @ 1937

City of Gilroy and GPOA

Tentative Agreement on Multiple Issues – Version 3  
May 17, 2010

1. Agenda Packet

ARTICLE VII. MISCELLANEOUS

~~Section M. Council Packets:~~

~~The Gilroy Police Officers Association shall be entitled one copy of the CITY Council packet for each Council meeting.~~

2. Admin. Appeals

ARTICLE VII. MISCELLANEOUS

Section H. Administrative Appeals/Police Officers Bill of Rights

Adverse evaluations, **although are** not discipline, **and** may **also not** be appealed pursuant to this Section. Within thirty (30) days of receiving an adverse evaluation, an employee may submit a written response to that evaluation to the Chief of Police. The employee's response will be attached to the adverse evaluation and will be placed with the evaluation into the employee's human resources file.

[Note: remainder of section (VII.H) remains as written]

3. UNET CTO Time

ARTICLE IV. SALARIES AND OTHER COMPENSATION

Section E. Overtime:

2. All employees covered by this Memorandum of Understanding (sworn and non-sworn) shall have the option of earning compensatory time off at time-and-one-half (1.5) in lieu of cash payment. All employees except those assigned to UNET shall

have the option of accruing a maximum of eighty (80) hours. **Bargaining unit members assigned to UNET may accrue up to two hundred (200) hours of compensatory time off. Bargaining unit members are responsible for reducing their compensatory time off banks to eighty (80) hours before leaving UNET.**

Effective immediately, compensatory time off shall not be available for voluntary outside work assignments. For the purposes of this section, the term "outside assignment" means overtime that is work at special events where the event's sponsor reimburses the City for its overtime expenses.

[Note: remainder of section (IV.E) is not changed by this TA]

#### 4. Education

Job descriptions will be amended to require any college units/courses or degrees to come from a college or university accredited by the Western Association of **School and Colleges and Universities** or approved by P.O.S.T., consistent with Sections IVC, and IVD.

##### Section C. Educational Incentive-Sworn Personnel:

Educational incentive pay shall be provided as follows:

1. An additional five (5%) percent for possession of an Associate of Arts Degree or an Intermediate P.O.S.T. certificate.
2. An additional seven and one-half (7.5%) percent for possession of a Bachelors (or higher) Degree or an Advanced P.O.S.T. Certificate. The amounts payable above are not cumulative; the maximum payment is seven and one half (7.5%) percent.
3. All college units/courses must come from a college or university accredited by the Western Association of **Schools and Colleges and Universities** or approved by P.O.S.T.

##### Section D. Educational Incentive - Non-Sworn Personnel:

Courses must be applicable towards a degree and usable by the particular employee in their employed ASSOCIATION or for advancement with the CITY classification.

1. Three and one-half (3.5%) percent increase in base pay for employees completing thirty (30) college semester units, or possession of a Basic P.O.S.T. Certificate.
2. One and one-half (1.5%) percent additional increase in base pay for employees completing sixty (60) college semester units or possession of an Intermediate P.O.S.T. Certificate. Maximum total five (5%) percent.
3. All course units are subject to approval by the CITY Administrator or designee with recommendation from the employees Department Head.
4. All college units/courses must come from a college or university accredited by the Western Association of **Schools and** Colleges and Universities or approved by P.O.S.T.

5. Recognition/Retention

**ARTICLE IV. SALARIES AND OTHER COMPENSATION**

Section M. Retention/Recognition Incentive

Add the following:

**Benefits under this section begin the first day of the month following the cessation of City-paid medical benefits. For example, if an employee retires on May 1<sup>st</sup> and City-paid medical benefits continue through May 31<sup>st</sup>, the employee will receive his or her first payment under this provision in the month of June. If medical benefits extend to June 30th, then the benefits under this section will begin in the month of July.**

[Note: remainder of section (IV.M) is not changed by this TA]

6. FMLA Leave

**ARTICLE V. INSURANCE PROGRAMS**

**[New] Section E. Family Medical Leave Act**

**Employees on leave under the Family Medical Leave Act will receive insurance benefits in the same manner that contributions would**

**have been made for the employee if not on FMLA Leave. Employees are required to make any required contributions even if on unpaid leave.**

7. Vacation Leave Grid

**ARTICLE VI. LEAVES**

Section A. Vacation:

Every ~~Full time employees~~ **shall accrue vacation as follows:** ~~who shall have been in the service of the CITY for one year shall annually be allowed vacation leave of ten (10) eight (8) hour days accumulated at the rate of zero point eight three (0.83) days per month. After five (5) years, vacation leave shall commence accumulating at the rate of one point two five (1.25) days per month, fifteen (15) working days per year. After fifteen (15) years, vacation leave shall accumulate at the rate of one point six seven (1.67) days per month, twenty (20) working days per year.~~

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
<b>1-5 Years</b>	<b>6.67 hours</b>	<b>80 hours</b>
<b>6-15 Years</b>	<b>10 hours</b>	<b>120 hours</b>
<b>More than 15 Years</b>	<b>13.33 hours</b>	<b>160 hours</b>

Vacation schedules shall be posted annually. ~~in each department.~~ Sign up shall be on the basis of seniority within classification. Senior employees shall have first preference, unless exercise of such preference interferes with the service of the department.

[Note: remainder of Article VI, Section A. remains as written]

8. Human Resources

Change Personnel to Human Resources throughout agreement.

9. "Pagers"

**ARTICLE IV. SALARIES AND OTHER COMPENSATION**

Section G. Stand-By Pay:

Employees required to standby by the Department (including telephone standby for court appearances) shall be compensated at the rate of one-half (.5) of his/her regular hourly base pay.

Employees assigned to standby shall:

1. Be reachable by telephone, ~~pager~~ or vehicle radio;

[Note: remainder of section (IV.G) remains as written]

10. Typo in Call Back Pay

**ARTICLE IV. SALARIES AND OTHER COMPENSATION**

Section I. Call Back Pay:

- 4 If an employee is called back and any of the 3 hour minimum overlaps into the start ~~of the start~~ of their regular shift, then the employee is paid OT for the exact amount of time actually worked prior to the start of their regular shift. For example: if an employee starts work at 1600 hours, has court at 1400 hours and is done at 1500 hours; they are free to leave (it is not the practice nor intent of the department to hold an employee over for the remaining time, if any) and be paid (and covered under workers' compensation) until they start work at 1600 hours.

[Note: remainder of section (IV.I) remains as written]

11. Residency Requirement

**ARTICLE VII. MISCELLANEOUS**

Section B. Residency Requirement:

Employees ~~hired on or after July 1, 1983~~, shall be required to establish and maintain residency within 45 minutes normal driving time from the Gilroy Police Station (this is mutually understood to include Los Banos). Employees will have 18 months from their date of hire to comply with this requirement. The Chief of Police shall have the right to waive enforcement of this rule, in his/her sole discretion.

12. MSO Work Schedule Evaluation and Flexible Schedules

**ARTICLE VII. MISCELLANEOUS**

Section J. Work Schedules:

3. MSO Work Schedules. The Multi-Service Officers assigned to evidence and other court duties may be assigned to work a 5-8 schedule (8 hours of work plus a 30 minute duty free lunch). All other Multi-Service Officers shall continue to work a 4-10 schedule (10 hours of work plus a 30 minute duty free lunch) for term of the Agreement unless:

a. The CITY gives the GPOA prior notice of any proposed scheduling change and an opportunity to meet and confer thereon; and

b. The change in scheduling is agreed or resolved through the applicable impasse procedure(s).

~~The City and the Association shall evaluate the need for a duty-free lunch as part of the MSO work schedule during the period between January 1, 2007 and December 31, 2007. Anytime between July 1, 2007 and December 31, 2007 the Association may re-open discussions on this aspect of the MSO work schedule.evidence and other court duties~~

6. Flexible Schedules. All bargaining unit employees may, with the mutual agreement of their supervisor, agree to flexible schedules or adjustment of hours, to provide the ability to change schedules

**to accommodate training or other events. More permanent adjustments to an employee's work hours or days worked require approval from the appropriate Captain.**

[Note: remainder of section (IV.E) is not changed by this TA]

### 13. Updating Exhibits

Update Exhibits referenced in Section VII.L – Shift Selection, and VII.R – Detective/ACT Vehicles

### 14. Special Assignment

#### **ARTICLE VII. MISCELLANEOUS**

##### Section T. Rotation of Special Assignment

The rotation of special assignments shall follow ~~General Order No. 5.4 and~~ Policy No. 1004, ~~a~~ **A** copy ~~of General Order No. 5.4 and Policy 1004 are which is~~ attached and marked Exhibit VII.

### 15. Lost or Damaged Equipment

#### **ARTICLE VII. MISCELLANEOUS**

##### Section V. Lost or Damaged Equipment

~~In an effort to be consistent with what is practiced by all City Departments, and by mutual agreement with the Gilroy Police Officers Association, the City of Gilroy Police Department will discontinue the long standing practice of requiring employees to reimburse the City of Gilroy for City issued equipment they have lost and/or damaged due to negligence and/or misuse.~~

Loss and/or damage to any City property will be documented on a Property Damage Report Form and reviewed by the Accident Review Board. Damage that is the "fault of the employee will be noted by the supervisor and included in annual employee performance appraisals. Further, repeated "at fault" property damage may be grounds for disciplinary or other appropriate action given the cost to the organization and community.


16. Re-Opener on Human Resources Rules and Regulations

**ARTICLE IX FULL UNDERSTANDING**

Section B: Reopener for HR Rues and Regulations:

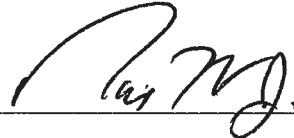
Upon request by the City, the City and Union agree to reopen negotiations on the revised Human Resources Rules and Regulations to address any substantive changes to the Human Resources Rules and Regulations ~~occasioned by parallel negotiations with AFSCME and IAFF.~~ GPOA shall be provided with an opportunity to review and sign the final Human Resources Rules and Regulations prior to adoption by the City Council.

For the City:



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For the Association:



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17 MAY 10

**CITY OF GILROY & GILROY POLICE OFFICERS' ASSOCIATION**

**Article IV, Section L – GPOA MOU July 1, 2006 – June 30, 2009**

**K-9**

Employees assigned to K-9 duties shall work 160 hours every four weeks and shall spend ten (10) of the 160 hours performing care and feeding functions. The ten (10) hours of time off to offset care and feeding time shall be allocated in one block of time over the four week period and shall be arranged with the supervisor in the same manner that discretionary time off is arranged.

It is the parties' intent that this ten (10) hour block of time will not create additional overtime liability under the Fair Labor Standards Act (FLSA) or Article IV section F of the Memorandum of Understanding (MOU).

Additional hours worked for canine care will not count as hours worked for purposes of calculating overtime under Article IV Section F. For example, if an officer in the K-9 Unit works a 4-10 schedule and an additional two and one half (2.5) hours per week to care for, train, and feed the assigned animal, this additional time does not create overtime under the MOU.

**Mounted**

Employees assigned to the Mounted Unit Program shall receive an additional two (2) hours per week of compensation at the rate of \$19.33 per hour (which will be paid at an overtime rate of \$29.00 per hour). This compensation will be paid with the City's regular monthly payroll cycle in an amount of 8.67 hours per month ( $8.67 \times 12 / 52 = 2$ ). This compensation is mutually acknowledged to cover the time required to care for, train, feed, etc. the employee's assigned horse.

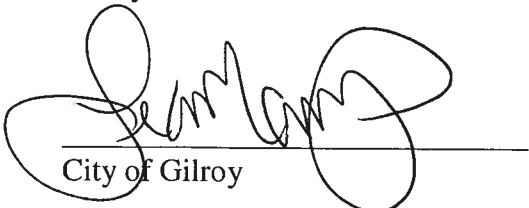
The parties agree that except as set forth in this Letter of Understanding, the execution of this document does not constitute a waiver or modification of any other terms of the existing MOU or any other agreements between the parties.

The parties intend that this agreement for cost savings relative to the canine and mounted units will forestall the need to immediately reduce assigned staffing in FY 08-09 and will continue for FY 09-10 barring any necessary budget reductions that may impact one or both of these units.

This agreement is effective as of the May, 2009 payroll cycle.

  
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Gilroy Police Officers' Association

04/27/09  
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Date

  
\_\_\_\_\_  
City of Gilroy

4/27/09  
\_\_\_\_\_  
Date