

MEMORANDUM  
OF  
UNDERSTANDING

BETWEEN

THE CITY OF GILROY

AND

AFSCME, AFL-CIO, LOCAL 101

GILROY CHAPTER

SUPERVISORY UNIT

JANUARY 1, 2017 – JUNE 30, 2019

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**CITY OF GILROY**

**AND**

**AFSCME, AFL, CIO, LOCAL 101**

**GILROY CHAPTER**

**SUPERVISORY UNIT**

**JANUARY 1, 2017 - JUNE 30, 2019**

**ARTICLE I. PARTIES TO THE AGREEMENT**

This Memorandum of Understanding is jointly prepared and executed by representatives of the City of Gilroy (hereinafter CITY) and the Gilroy Employee Association affiliated with the American Federation of State, County, and Municipal Employees (AFSCME), Local 101, AFL-CIO (hereinafter UNION) for presentation to, and consideration by, the City Council of CITY. It shall not be binding until ratified by the UNION and adopted by the City Council.

**ARTICLE II. RECOGNITION AND SCOPE**

CITY hereby recognizes UNION as the recognized employee organization for purposes of Government Code 3500 et seq. and the Employer-Employee Relations Policy of CITY (City Council Resolution 85-25). Such recognition shall extend only to the representation of employees holding permanent positions in the Supervisory Unit.

**ARTICLE III. CITY RIGHTS**

**Section A. In General:**

All CITY rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with CITY.

### **Section B. Rights Enumerated:**

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive CITY rights with respect to matters of general legislative or managerial policy which include but are not limited to: the exclusive right to determine the mission of its constituent sections; set standards of selection for employment and promotion; train, direct and assign its employees; require overtime work; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of CITY operations; determine the methods, means and personnel by which CITY operations are to be conducted; determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. CITY has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

### **Section C. Consultations with Union**

This Agreement is not intended to restrict the right of CITY to consult with UNION regarding matters within the right of CITY to determine. However, the parties understand that such consultation shall not create any obligation to meet and confer over issues not within the scope of representation.

Pursuant to MMBA Section 3504, the scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

## **ARTICLE IV. UNION RIGHTS**

### **Section A. Employee Grievances Not Impaired:**

1. The exercise of CITY management rights shall not preclude a grievant from presenting a grievance in accordance with the Human Resources Rules and Regulations, concerning an adverse effect of the exercise of such rights upon employee; provided, however, the basic right of management to act hereunder or make decisions is unimpaired.
2. Notwithstanding paragraph 1, above, bargaining unit members must utilize the Grievance Procedure contained in Article VIII (P) of the MOU rather than the Human Resources Rules and Regulations for any grievances involving the interpretation, application or alleged violation of this memorandum of understanding.

### **Section B. Agency Shop:**

Only employees hired after November 1, 1994 shall be subject to the provisions of this section. The purpose of this section is to implement an agency shop provision pursuant to section 3502.5 of the Government Code. Under this provision, employees will be required to either join the Union or pay a service fee reflecting the cost of representation.

**The CITY and UNION agree:**

1. Employees will be informed as to the provisions and practical effect of Agency shop agreement.
2. The UNION will indemnify and hold the CITY harmless from any and all liabilities arising out of the implementation and administration of the Agency Shop.
3. The UNION shall be responsible for enforcing the provisions of this section using appropriate civil procedures. The CITY is not responsible for disciplining employees for violations of this section.
4. The UNION agrees to adhere to all statutory and judicial requirements, and to maintain an appropriate complaint procedure. Pursuant to MMBA Section 3502.5(c), any employee shall be exempted from the requirements of Section A or B if such employee is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. The employee must submit a signed affidavit to the Union and the City Administrator stating that he/she qualifies for said exemption and designating a charitable organization to which the appropriate amount will be paid through a payroll deduction. Such contribution may be made to any charity jointly agreed upon by the City and the Union. Such charities cannot be affiliated in any manner with any established religious organization.
5. Covered employees shall execute written authorization for either Union dues deduction, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the City shall deduct the agency fee from the employee's paycheck.
6. The City will agree to process an additional level of dues deduction (Dues + PEOPLE) for union members. Money collected under any of the three levels of dues deduction (Agency Fee, Member, or Member + PEOPLE) shall be disbursed to the union in a single check. Union members may change their level of dues deduction to add or withdraw from PEOPLE in any month by giving written notice to Human Resources. Dues deduction changes shall be effective the payroll period following receipt of the notice.

**Section C. Information**

The City agrees to provide the Union with names of new hires within the bargaining unit on a timely basis. The City will continue to provide the Union with a monthly report, including Employee Name, Department, Wages, and Deduction Amount.

## **ARTICLE V. SALARIES AND OTHER COMPENSATION**

### **Section A. Salaries:**

1. Salaries in effect the pay period following City Council approval shall be increased by one and one-half percent (1.5%). In recognition of the unavoidable delays resulting from the November, 2016 City Council election, this increase will be effective retro to January 1, 2017.
2. Salaries in effect on June 30, 2017 shall be increased by one and one-half percent (1.5%) effective July 1, 2017.
3. Effective July 1, 2017, all positions will be brought to within 5% of market median total compensation based on the results of the Koff Survey as set forth in the March 24, 2017 study implementation chart (which incorporates both the January and July, 2017 wage increases).
4. Salaries in effect on June 30, 2018 shall be increased by three percent (3.0%) effective July 1, 2018.
5. The above referenced salary increases have been calculated and are included on the attached salary schedules (Exhibit A). Due to rounding, the percentage increases are approximate, not exact.
6. Effective July 1, 2017, the City will implement a ten (10) step salary schedule with steps in increments of 2.5%.
  - a. Employees hired on or after July 1, 2017 will be eligible to move one step (2.5%) on their scheduled evaluation date.
  - b. Employees hired before July 1, 2017 will be eligible to move two steps (5.0%) on their scheduled evaluation date.

### **Section B. Retention/Recognition Incentive/Health Reimbursement Arrangement**

#### **1. Retiree Allowance – Eligibility, Amount and Timing**

An Eligible Retiree, as defined below, shall be eligible to receive a Monthly Allowance, also defined below, from the City until reaching the age of sixty-five (65). An “Eligible Retiree” is a Unit employee that satisfies all of the following requirements:

- Is at least fifty-five years old.
- Begins collecting a CalPERS pension within ninety (90) days after separation from City of Gilroy service
- Allowance Amount as follows:

Effective Date	Years of Service	Amount of Monthly Payment to Age 65
Hired Prior to 11/1/2005	At least 15 years of FT service	\$15 per year of service to cap of \$200
Hired on or After 11/1/2005	At least 20 years of FT service	\$15 per year of service to cap of \$200
Effective 6/30/2007	At least 25 years of FT service	\$15 per year of service to cap of \$300

- A Unit employee retiring on or after November 1, 2015, must elect to participate in the City's retiree health reimbursement arrangement.
- 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 1st and City-paid medical benefits continue through May 31st, 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.

## 2. Eligible Retirees On or After November 1, 2015

The Monthly Allowance for any Unit employee that qualifies as an Eligible Retiree on or after November 1, 2015, including City employees hired or rehired on or after January 1, 2013, shall be made available to the Eligible Retiree under the City's retiree only health reimbursement arrangement ("Plan") for the purpose of receiving nontaxable reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code.

A condition to receiving the Monthly Allowance and participating in the Plan is the submission of an election form to participate in the Plan. Any monthly administrative fees for the health reimbursement arrangement plan shall be borne by the retiree. An Eligible Retiree retiring on or after November 1, 2015, that does not elect to participate in the Plan will forfeit the Monthly Allowance. Reimbursements from the Plan shall be subject to substantiation that the Eligible Retiree incurred eligible expenses.

## **Section C. Retirement Plans and Contributions:**

The city of Gilroy shall comply with the Public Employee Pension Reform Act (PEPRA)/Assembly Bill 340 (2012) that went into effect on January 1, 2013. PEPRA is a state law that supersedes any conflicting wording that may be contained in this MOU.

## **Miscellaneous CalPERS Group:**

- **Tier One – Miscellaneous Employees Hired Prior to January 1, 2013 and Classic Members of CalPERS Hired on or After January 1, 2013**



The City shall provide the 2.5% at 55 PERS retirement plan for AFSCME employees in the Miscellaneous CalPERS category that qualify as a "classic" member of CalPERS. This applies to employees hired to a full-time position with the city of Gilroy prior to January 1, 2013 or an employee hired to a full-time position with the city of Gilroy on or after January 1, 2013 who qualifies as a "classic" member of CalPERS. Employees in this category shall have a pre-tax payroll deduction of eight (8%) percent consistent with IRC 414(h)(2). One (1) year final compensation (pursuant to CA Government Code Section 20042) is used for employees who retire under this formula. The City pays the employer contribution.

▪ **Tier Two – Miscellaneous Employees Categorized as "New" CalPERS Members Hired On or After January 1, 2013**

New full-time AFSCME employees in the Miscellaneous CalPERS category hired on or after January 1, 2013 who are classified as a "new" member of CalPERS shall receive the 2% at 62 CalPERS retirement plan. Employees in this category shall have a pre-tax payroll deduction for 50% of the total normal cost of the plan as identified annually by CalPERS. This employee payroll deduction amount may change from year to year as required by PEPPRA. Three year final compensation is used for employees who retire under this formula.

The following items are included in the PERS Miscellaneous retirement contract:

- Credit for Unused Sick Leave – pursuant to CA Government Code Section 20965
- 3<sup>rd</sup> Level 1959 Survivor Benefit – pursuant to CA Government Code Section 21573
- Military Service Credit – pursuant to CA Government Code Section 21024
- Death Benefit – pursuant to CA Government Code Section 21620

**Section D. Shift Differential:**

Effective with the ratification of this agreement; shift differential shall be paid as follows:

1. Shift differential shall be paid only for those shifts which have a majority of their hours occurring between 3 PM and 7 AM.
2. If the majority of hours occur between 3 PM and 11 PM, the City shall pay an hourly premium of two and one half (2.5%) percent.
3. If the majority of hours occur between 11 PM and 7 AM, the City shall pay an hourly premium of five (5%) percent.
4. Employees shall receive overtime compensation for overtime hours worked, not including shift differential. However, shift differential pay shall be included in the pay rate for employees regularly assigned to the swing or graveyard shift for purpose of computing pay for overtime, sick leave, vacation, and other leave benefits.

### **Section E. Educational Incentive:**

Effective July 1, 2001, participation in the employee educational programs shall be frozen. Employees currently receiving benefits under this program will continue to receive them under current program rules. Additional amounts shall not be earnable under this program nor shall employees be allowed to enter the program after July 1, 2001.

### **Section F. Tuition Reimbursement**

Effective July 1, 2001, AFSCME members attending accredited community colleges, colleges, trade schools or universities may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for pre-approved job-related and career development courses. In addition, employees attending city-approved, job related continuing education courses, certification programs, or training conferences may also receive tuition reimbursement for the cost of registration, tuition, books, testing, and/or certifications (including certification renewals). Course work shall be completed on the employee's own time at the employee's own expense. Upon successful completion of the pre-approved class or training program, the employee shall provide all written documentation on allowable costs and completion/grade/certification/score, etc. to their department head and human resources for review and processing. The maximum tuition reimbursement for employees is \$1,000.00 per fiscal year. Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "B" or better for undergraduate and graduate courses, full attendance and completion of the training program, and a passing score for non-graded programs that involve certification or testing. All claims for tuition reimbursement require the pre-approval of the employee's department head and the Human Resources Director. Tuition Reimbursement Request Forms are available in the Human Resources Department.

### **Section G. Overtime:**

1. Overtime shall be defined as time worked in excess forty (40) hours per week. All paid time shall be considered hours worked for overtime calculation purposes. Overtime shall be paid at the rate of time and one half (1.5) in either pay or compensatory time.
2. In addition, overtime shall be paid for all hours worked in excess of the number of hours in an employee's regular workday. However, an employee and his or her supervisor may agree to "flex" his or her schedule. In this case, an employee may work additional hours on one day and fewer than normal hours on one or more additional days. Any flex time shall be taken in the same workweek as the additional hours. Flex time shall not create a split shift. The employee shall not earn overtime unless the employee's total hours worked exceed forty (40) in that workweek.

In the absence of an employee's agreement to flex time, a supervisor may require the employee to flex his or her schedule to accommodate the City's legitimate operational needs.

3. Each employee shall have the monthly option of accumulating compensatory time off or being paid monthly for overtime accrued during the immediately preceding month. However, employees may not accrue more than eighty (80) hours of C.T.O. The Department Heads shall retain the authority of reasonably determining within the best interests of the operation of their respective departments, when accrued C.T.O. may be used by each employee.
4. Employees required to attend mandatory courses, training sessions, or drills during off-duty times, shall be compensated for fifty (50) percent of such time on a straight time basis with a minimum of one (1) hour guarantee.

#### **Section H. Stand-by Pay:**

Stand-by duty shall be rotated among employees on a seven (7) day basis. Employees on seven (7) day stand-by shall receive ten (10) hours pay at straight time. If a holiday falls within the seven (7) day stand-by period, the employee shall receive eight (8) hours pay at straight time for the holiday.

#### **Section I. Call Back Pay:**

Call back shall be paid at a minimum of three hours at time and one half for an employee not on stand-by duty. Employees on stand-by duty will be compensated at a minimum of 2 hours at time and one-half. Employees called back to work shall receive a minimum of three (3) hours compensation (two hours for those on stand-by), calculated at time one one-half (1.5) with time and one-half (1.5) pay for all additional time worked above three (3) hours (two hours for those on stand-by). Employees called back during a holiday will be compensated on the above schedule, but at a double time rate. Call back is defined as any time at work that does not continue into or continue after regular duty time. In interpreting this section:

1. This provision shall not apply to prescheduled overtime (such as scheduled staff meetings) except that;
  - a. Members of the Communications and Records Units shall be allowed call back pay when called back for scheduled staff meetings, however,
  - b. Any scheduled event/meeting occurring within thirty (30) minutes of the start or end of an employee's shift will be assumed to be a continuation of regular duty time.
2. Any unscheduled event occurring after the employee has physically left work will be considered callback unless the Department has held the employee over.
3. The City has the option of holding over employees in lieu of call back for any length of time upon notification to the employee prior to the event/meeting.

4. If an employee is called back and any of the 3 hour minimum (two hour minimum if the employee is on stand- by) 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.

#### **Section J. Work Out of Classification Pay:**

1. Any employee assigned to perform the duties of a higher classification for more than ten (10) working days in a fiscal year, shall be paid for each successive hour at the rate assigned to the higher classification which represents the lowest step in the higher classification representing a minimum of five (5%) percent increase over the regular pay.
2. In order to be eligible for pay for out-of-class work, an employee must be assigned by his supervisor and approved by his Department Head to perform such work.

#### **Section K. Holiday Pay:**

1. Any employee, other than employees in the classification of Public Safety Communications Supervisor, required to work on any holiday shall receive their regular salary, plus compensation of one and one-half (1.5) times the regular rate. Employees shall have the option of accepting salary or compensation time for such service.
2. Employees in the classification of Public Safety Communications Supervisor assigned to work holidays shall receive holiday pay at the rate of 6% of the employee's base monthly salary.

#### **Section L. Certificate/License Pay:**

Class A Driver's License Pay: Employees in Public Works Operations (Operations Services Supervisors) who are required to obtain and maintain a current CA Class A driver's license shall be paid \$20.00 per month.

#### **Certificate Pay for Operations Services Supervisors in Parks & Landscape, Streets/Waste Water/Trees, or Water Section of Public Works Operations:**

For individuals employed on July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, regardless of Public Works Operations work location (Parks & Landscape, Streets/Waste Water/Trees, or Water), so long as the individual holds the certification on July 1, 2017 and continues to hold the certification without interruption:

- State of California Water Distribution Operator and CWEA Collection System Maintenance Certifications:

Grade I	\$20.00
Grade II	\$75.00

Grade III      \$125.00

Grade IV      \$150.00

The above pays are not cumulative (e.g., employees holding a Grade IV receive \$150 in license pay)

- Pesticide Advisor - \$20.00
- Qualified Applicator Certificate - \$20.00
- State of CA Water Treatment Operator (any one level) - \$20.00
- AWWA Backflow Prevention Tester - \$20.00
- AWWA Cross Connection Specialist - \$20.00
- Playground Inspection Certification (up to three (3) Parks & Landscape employees only) - \$20.00

**Effective July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, when they are assigned to the listed Section:**

Parks & Landscape Section:

- Pesticide Advisor \$50.00
- Playground Inspection Certificate - \$20.00

Streets/Waste Water/Trees Section:

- CWEA Collection System Maintenance Certifications:
  - Grade III      \$250.00
  - Grade IV      \$300.00

Water Section:

- State of California Water Distribution Operator Certifications:
  - Grade V      \$400.00
- State of California Water Treatment Operator Certifications:
  - Grade III      \$60.00
  - Grade IV      \$80.00

**Examples:**

1. Employee A holds a Grade III WDO Certification on July 1, 2017 and works in Streets. Employee A continues to receive \$125 per month for the certification.
2. Employee B earns a Grade III WDO Certification on August 1, 2017 and works in Streets. Employee B does not receive any license pay for the certification.
3. Employee C earns a Grade V WDO Certification on August 1, 2017 and works in Water. Employee C will begin to receive \$400 per month for the certification.

It is the responsibility of the employee to obtain and maintain certifications for which they wish to receive, and wish to continue to receive, certification pay. It is the responsibility of the employee to provide their supervisor AND the human resources department a current written certification documenting valid certifications. It is the responsibility of the employee to monitor expiration dates of certifications as certification pay will terminate if updated valid certification documentation is not provided prior to the expiration of the certification. If certification pay is terminated due to an expired certification, the employee can reapply at a later time to receive the certification pay. Certification pay will begin the first of the month following human resources receipt of valid, documented certification.

The above referenced certificate pay program is further documented on the attached Certificate Pay Chart for Certain Public Works Operations Employees – Supervisory Unit (Exhibit D).

### **Section M. Bi-lingual Pay:**

Employees in the classification of Communications Supervisor who demonstrate the ability to communicate (as a result of a verbal skills test) effectively in both Spanish and English shall receive an additional five (5%) percent of their respective base salaries. Other unit employees are eligible for five (5%) percent bi-lingual pay as follows:

The City shall determine which employees are needed to serve as translators and possess necessary competency in Spanish. The City shall use the following criteria in determining whether or not it is necessary for an employee to serve as a translator:

1. Very frequent public contact in person and over the phone.
2. The City uses the employee as a translator on a daily basis.
3. The employee works in a department with numerous translations with Spanish speaking citizens.

Examples of employee who will qualify for bi-lingual/translator status include those encountering the public at the counters in the finance, recreation, and community development departments.

All Unit employees receiving bi-lingual pay shall be required to recertify (test) every two years to demonstrate continued competency. This test shall be a verbal skills test.

## **ARTICLE VI. INSURANCE PROGRAMS**

### **Section A. Medical Insurance:**

1. Medical In Lieu:
  - a. Effective July 1, 2017, medical-in-lieu amounts will be included in the calculation of regular rate for overtime purposes.
  - b. In the event that a court issues a final decision holding that medical-in-lieu payments do not need to be included in the regular rate, the city will cease including medical-in-lieu in the regular rate.

## 2. City Contributions

A. Effective January 1, 2017, the City contribution shall be:

Employee Only	\$736.02
Employee + 1	\$1,456.65
Employee + 2 or more	\$1,943.68

The above contribution amounts include any mandatory PERS PEMHCA contribution and the mandatory Dental Contribution.

B. Effective January 1, 2018, the City contribution shall be:

Employee Only	\$772.82
Employee + 1	\$1,529.48
Employee + 2 or more	\$2,040.86

The above contribution amounts include any mandatory PERS PEMHCA contribution and the mandatory Dental Contribution.

C. Effective January 1, 2019, the City contribution shall be:

Employee Only	\$811.46
Employee + 1	\$1,605.95
Employee + 2 or more	\$2,142.90

The above contribution amounts include any mandatory PERS PEMHCA contribution and the mandatory Dental Contribution.

3. The contribution amount that the employee qualifies to receive is based upon the number of individuals that the employee enrolls in a medical plan.
4. The employee may purchase other insurance benefits with any remaining contribution amount or through payroll deduction. Some of these benefits may be eligible for a pre-tax deduction. If there is a surplus, the employee will receive a cash payment for 100% of the surplus contribution (this is taxable income). The employee may not waive dental insurance under this provision. The employee must enroll himself or herself, along with qualifying dependents, in the Dental plan.
5. The employee may waive medical coverage under this program and enroll in dental insurance provided they show proof of other medical insurance coverage. If the employee waives medical insurance then the employee is eligible to receive the employee only contribution in cash less than medical contribution required by CalPERS and less the dental premium. Any cash payments received under this program are taxable.
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 AFSCME prior to contracting with the alternate provider, consortia or group.

#### **Section B. Life Insurance:**

The CITY shall maintain in effect a twenty (\$20,000) dollar life insurance policy for unit members.

Effective July 1, 2017, the CITY shall contribute up to \$15.00 per employee per month toward the cost of a one-hundred thousand (\$100,000) life insurance policy for unit members.

#### **Section C. Long Term Disability Insurance:**

For the term of this Agreement the CITY shall maintain in effect the Long Term Disability Program providing for a ninety (90) day elimination period and payment of sixty (60%) percent of salary to a maximum of five thousand (\$5,000) per month. Employees shall have the option of using accrued paid time to supplement LTD to bring gross wages to 100%.

### **ARTICLE VII. LEAVES**

Leaves shall be as provided for in Section VI, Leaves of Absence, Vacation and Sick Leave, of the Human Resources Rules and Regulations. Vacation and Sick Leave accumulation shall be as follows:

#### **Section A. Vacation Leave**

1. Every full-time employee who shall have been in the service of the CITY shall accrue vacation as follows:

<b>Years of Service</b>	<b>Mo. Hours Accrued</b>	<b>Yearly Accrual</b>
<b>1 - 5</b>	6.67 Hours	80 hours
<b>6 - 15</b>	10.00 Hours	120 hours
<b>15 +</b>	13.33 Hours	160 hours

Employees will be allowed to maintain a vacation leave balance not to exceed two years' vacation leave. Employees at or above the maximum balance will no longer accrue vacation time until such time that the employee's vacation balance drops below the maximum balance allowed. New employees will be allowed to take earned vacation in the first year subject to the normal approval process.



## **Section B. Sick Leave**

Employees shall accrue sick leave at the rate of one (1) 8-hour day per month. Sick leave may be used as it accrues. Employees shall accrue sick leave while on paid vacation. A physician's verification of illness may be required.

### **1. Family Sick Leave**

Employees may use sick leave for any leave covered by the Family and Medical Leave Act or the California Family Rights Act, including covered absences to care for a family member. For absences not covered by the Family and Medical Leave Act or the California Family Rights Act, employees shall be allowed up to six months' accrual of sick leave (six days or 50% of the annual accrual) to attend to an illness of a child, parent, spouse, or domestic partner of the employee in accordance with the California Labor Code Section 233 regarding kin care.

### **2. Sick Leave for Job-Connected Injuries**

Employees shall discuss the timing of pre-planned absences with their supervisor. Whenever possible, employees shall schedule partial day absences to minimize disruption in the workplace. This includes, but is not limited to scheduling appointments after hours, during lunch, or as close to the beginning or end of the workday as possible.

## **Section C. Personal Leave:**

The City shall observe Lincoln's Birthday and Admissions Day as floating holidays. Police Records Supervisor, Communications Supervisor, and any unit member receiving hourly holiday pay, shall receive sixteen (16) hours of personal leave. All other unit members shall receive sixteen (16) hours of personal leave plus the conversion of two (2) floating holidays to sixteen (16) hours of personal leave for a total of thirty-two (32) hours of personal leave. In addition to the above, effective July 1, 2007, employees shall be provided with an additional four (4) hours of personal leave in recognition of the mandatory Christmas Eve closure. Personal leave hours are not a vested benefit and do not carry over from one fiscal year to the next.

Employees hired or terminating during the year shall receive prorated personal leave credit on a quarterly basis. Employee is required to work one half of the quarter to receive the quarterly allocation of personal leave time.

## **Section D. Bereavement Leave:**

Employees may take up to three (3) days of Bereavement Leave within the state and five (5) days of paid Bereavement Leave outside of California for the death of immediate family members, per occurrence. Immediate family members are defined as: Grandmother, Grandfather, Mother, Father, Step-Mother, Step-Father, Mother-in-Law, Father-in-Law, Brother, Sister, Step-Brother, Step-Sister, Husband, Wife, Domestic Partner, Natural Born Child, Adopted Child, and/or Step-Child.

For family members not covered in immediate family and people who have a significant relationship with the employee, an unpaid leave of absence can be taken with the approval of the City Administrator. The City Administrator's decision is final and not subject to appeal.

This section supersedes the language concerning Bereavement Leave in the HR Rules and Regulations.

#### **Section E. Holidays:**

The legal holidays observed by the City shall include:

New Year's Day,  
Martin Luther King Day,  
Washington's Birthday  
Memorial Day,  
Independence Day,  
Labor Day, Veteran's Day,  
Thanksgiving Day,  
The day following Thanksgiving, and  
Christmas Day.

When a regular holiday falls on Sunday, the following Monday shall be granted as a day off, and when a regular holiday falls on Saturday, the preceding Friday shall be granted as a day off.

Additional paid holidays to those provided in the Human Resources Rules and Regulations and this Agreement may be granted if declared by the Gilroy City Council.

#### **Section F. Christmas Eve Mandatory Closure**

City offices and all non-essential operations shall be closed on the workday immediately preceding the Christmas Day Holiday. However, this is not a holiday and employees will be required to use either paid or unpaid leave to cover their absence on this day. Employees shall designate, at least two weeks prior to the mandatory closure, what leave time the employee will use to cover this day by completing the normal time off request form.

Employees called back to work on the mandatory closure day shall receive call back pay per Article V, Section J contained in this MOU. Employees assigned to stand by duty shall receive stand by pay per Article V, Section I contained in this MOU.

Department Heads retain the discretion to determine if there are department staffing needs for the mandatory closure and shall announce this to the affected employees by no later than the last working day in November. Ideally, staffing will be achieved by employees who request to work on this day and then based on seniority. The schedule shall be posted as soon as possible following the end of November announcement and by no later than the end of the first full week in December. Employees who work on the mandatory closure day shall log their time as regular hours worked at straight time. Schedule flexing shall not be permitted on this day.

All City Hall employees shall participate in the mandatory closure as the City Hall building will be closed on this date.

This mandatory closure does not apply to Police Department Records and Communication Unit employees.

Community Services Officers normally scheduled to work on this day shall follow their normal work schedule and may request time off per the normal time off procedures.

All other Police Department administrative support staff shall participate in the mandatory closure.

#### **Section G. No Use of Leave to Extend Retirement or Separation Date**

Employees are required to be present at work during the entire two workweeks preceding their retirement or other planned separation from City employment (e.g. resignation to accept new position). Employees may not use accrued leave time to extend their employment.

### **ARTICLE VIII. MISCELLANEOUS**

#### **Section A. Uniforms:**

Effective July 1, 2017, Unit members in the Police Department shall receive uniform allowance paid monthly in the amount of \$41.67 per month payable to the classification of Communications Supervisor. Newly hired employees in this classification shall receive an initial uniform allowance of two hundred and fifty (\$250) dollars.

All employees who in the normal course of their duties, lift or carry heavy objects or who work in or around moving machinery, as determined by the department head, may be supplied one pair of safety shoes per year, of a quality equal to the Red Wing or Sears Safety Shoe. The employee is required to wear the shoes at all times when applicable duties are performed.

Public Works field employees and Facilities employees shall be supplied, by the City with five shirts and patches, five pants, and three work hats per year. These shall be of a quality similar to a Ben Davis brand. Substitutions and modifications may be made by the Uniform Committee made up of Public Works Field employees.

#### **Section B. Safe Work Place Commitment:**

The CITY shall furnish employment and a place of employment which is safe and healthful for the worker therein and shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.

### **Section C. Safety Committee:**

The UNION shall be entitled to appoint two members to the CITY's Safety Committee.

### **Section D. Contracting Out:**

- (1) Except for temporary contracts (less than one year) or contracts to fill an immediate need (such as a vacant full-time position) the CITY will notify the UNION if it intends to contract out the functions currently performed by employees within the unit. Upon request, at the initiation of the contract and whenever the contract is up for renewal, the CITY will meet with the UNION (including employees with knowledge of the work to be contracted) to explain the reason for the decision to contract out and to solicit UNION views on the proposal, including possibilities for cost savings. Nothing in this section shall be construed to limit the rights of the City Council to contract out work in its sole discretion. Nor shall any meetings under this section delay the City Council's adoption of any contract.
- (2) Nothing in this section shall be construed to limit the rights of the City Council, in its sole discretion, to enter into temporary contracts (less than one year) or contracts to fill an immediate need (such as a vacant full-time position). Such contracts shall not be subject to the provisions of Paragraph (1), above.
- (3) This section shall not apply to part-time hiring or to temporary or provisional appointments, which shall continue to occur at the City's sole discretion.

### **Section E. Union Leave:**

1. UNION Officers (maximum of 5) shall be allowed to utilize a cumulative total of one hundred and twenty (120) hours per fiscal year of release time for UNION business and attendance of UNION related functions including, but not limited to meetings, seminars, and schools. Release time shall be granted subject to minimum staffing requirements of the Department and is subject to Department Head and/or City Administrator approval.

UNION officers shall be provided with a reasonable amount of release time to meet with CITY management personnel on:

- a) Grievances.
  - i. One (1) designated UNION representative is allowed time off without loss of compensation for purposes of representing an employee in a meeting with City representatives relative to an employee grievance.
  - ii. One (1) designated UNION representative is allowed time off without loss of compensation for the purpose of discussing or investigating a grievance with an employee.

- b) Issues raised by City Management involving CITY/UNION business. The UNION President and/or a designee will have release time without loss of compensation for the purpose of conducting formal meetings with City Management personnel. Release time must be scheduled in advance with the President's or designee's supervisor.
  - c) Other mutually acceptable reasons.
2. Designated employee representatives shall be provided with release time to participate in formal meet and confer sessions with the CITY. When the meeting is a formal meet and confer session regarding the negotiation of an MOU, such release time shall not be charged to the one hundred and twenty (120) hours time bank described in paragraph 1 above.
  3. UNION Representatives who are scheduled to work between the hours of 5:00 pm and 7:40 am shall be released from duty at least 8 hours prior to any scheduled meetings with the City/Department representatives concerning matters within the scope of representation.
  4. UNION representatives shall request permission to use release time as far in advance as reasonably possible. Supervisors will not unreasonably deny requests for release.
  5. UNION will provide the CITY a list of all officers, stewards, and representatives.

#### **Section F. City-Paid Meal**

Employees shall be provided a meal at CITY expense if the employee is required to work two or more hours over their normal work shift in a single working day. Subject work must also conform to the overtime approval requirement. If the City does not provide a meal, employees shall be reimbursed \$10 for the cost of a meal. No receipt will be required. Overtime meal reimbursements shall be documented on the employee's time sheet/time report and shall be paid with the following payroll as a taxable reimbursement consistent with IRS Regulations (see IRS regulation 15-B, 2013).

#### **Section G. Employee Commitment:**

In consideration of the fair and reasonable provisions of this Memorandum of Understanding, employees represented by the Gilroy Employee's Association, through their elected representatives, do hereby make the following pledges to the City of Gilroy:

1. Employee shall make every effort to minimize CITY costs on an on-going basis by encouraging optimum amount of work production from each of its members.
2. Employees shall cooperate in every reasonable way to properly maintain and protect CITY property, equipment, and facilities.

3. Employees shall adhere to all Human Resources Rules and Regulations. Specific attention shall be given to those regulations dealing with sick leave, time off, coffee breaks and punctuality. Every effort shall be made to maintain a good public image for each and all CITY employees. This is to be accomplished by maintaining good work habits and keeping busy at productive work during regular working hours.
4. Employees shall use and follow safe working procedures in their day-to-day work routines. Each employee shall point out to his/her fellow workers any observed unsafe condition or work procedure. Any observed unsafe condition or situation shall be immediately reported by employees to their supervisor. The intent here is to protect fellow workers from any unnecessary injury and the CITY from any potential liability.
5. Employees shall make a special and continuing effort to maintain good and constructive relations with the general public, fellow employees, and CITY officials. Every effort will be made to be considerate and understanding of the other person's point of view, misunderstanding or problem.
6. The Gilroy Employee's Association shall assume a leadership role in carrying out the above pledges.

#### **Section H. Probationary Period:**

With the exception of classifications of Public Safety Communicator and Senior Public Safety Communicator, newly hired employees will serve a twelve (12) month probationary period. The classifications of Public Safety Communicator and Senior Public Safety Communicator shall serve an eighteen (18) month probationary period. The probationary period for promotions of permanent employees shall be six (6) months.

#### **Section I. Residency Requirements:**

Employees in the Water and Streets/Waste Water/Tree Sections required to participate in on-call/stand-by work shall be subject to the following requirements:

1. Employees hired on or after July 1, 1989 shall be required to live, within one (1) year from date of hire, within sixty (60) minutes normal driving time from City Hall. Normal driving time shall be defined as driving the most direct route at the posted speed limit.
2. Employees hired prior to July 1, 1989 living within the sixty (60) minute limit shall be subject to this rule. Current employees living outside the sixty (60) minute limit shall not move outside their present driving radius, but may move within it.

#### **Section J. Eyeglass Replacement:**

Once per year (per employee), the CITY shall repair or replace eyeglasses damaged due to the employee's work provided that:

1. The damage was not due to negligence on the employee's part; and
2. The damage was not due to a defect(s) or wear on the glasses.

City-paid repair or replacement shall be limited to a maximum of one-hundred and fifty dollars (\$150) per incident, per year.

#### **Section K. Layoff Policy:**

The CITY and UNION have agreed to a layoff policy as contained in the Human Resources Rules and Regulations.

#### **Section L. Employee Assistance Program:**

The Employee Assistance Program shall provide for at least ten (10) visits per calendar plan year.

#### **Section M. Grievance and Disciplinary Action:**

Bargaining unit members must utilize the Grievance Procedure contained in this article rather than the Human resources Rules and Regulations for any grievances involving the interpretation, application or alleged violation of this memorandum of understanding. However, any appeal of disciplinary action shall be made pursuant to Section V of the Human Resources Rules and Regulations and not pursuant to this grievance procedure.

##### **Grievance Procedure:**

An employee shall have the right to present a grievance pursuant to this procedure. The employee may be represented by the Association or an individual of the employee's choice at the formal steps of this grievance procedure (excluding Step 1). If the representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the Human Resources Department whether he or she will be represented at the grievance meeting and identify the representative. Grievances are defined as an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding.

The procedure is not to be used for the following purposes:

1. Resolving complaints, requests or changes in wages, hours and working conditions.
2. To challenge the content of employee evaluations or performance reviews.
3. To challenge a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase.

- a. EXCEPTION: Pursuant to the Miscellaneous and Supervisory Units MOU's, employees in these units may appeal the denial of a merit step increases to the City Administrator.
4. In cases of oral reprimand, written reprimand, reduction in pay, demotion, suspensions, or termination.
5. To challenge violation of law or past practice.
6. To challenge examinations or appointment to positions.

Grievances shall be in writing, dated and signed by the employee and presented to his/her supervisor. Grievances must be submitted within ten (10) calendar days of the occurrence, or the employee's knowledge of the occurrence, which gives rise to the grievance. All grievances must clearly state the section of the Memorandum of Understanding that the employee alleges was violated, misinterpreted or misapplied; the specific act or omission which gave rise to this alleged violation, misinterpretation or misapplication; the date or dates on which the violation, misinterpretation or misapplication occurred; what documents, witnesses or other evidence support the employee's position; and the remedy requested.

- Step1. Initially, all employee grievances should be directed to the immediate supervisor for solution.
- Step 2. In the event the immediate supervisor meeting does not resolve the grievance within ten (10) calendar days, the supervisor, at the employee's request, shall present the matter to the next level of supervision within the department concerned. That supervisor and any higher level supervisor(s) in the department's normal chain of command shall attempt to resolve the grievance. Each level of supervisor shall respond in writing to the grievant within ten (10) calendar days of receipt of the grievance. If the grievance is not resolved at a level below Department Head, the supervisor immediately subordinate to the Department Head, at the employee's request, shall present the matter to the Department Head. This presentation shall be made in the presence of the employee. The employee shall be allowed adequate time to present his/her side of the matter.
- Step 3. In the event the grievance is not adequately resolved within ten (10) calendar days at the Department Head level, the employee may submit the grievance to the City Administrator which submission shall, include the responses received from the supervisors and the Department Head.
- Step 4. If the grievance is not resolved within ten (10) calendar days at the City Administrator level, the employee or the City Administrator shall notify the Human Resources Director who shall gather the written facts and present them to the Personnel Commission at its next regular meeting. The Personnel Commission (in accordance with Section 907, of the City Charter) shall hear this matter and report its findings within ten (10) calendar days, to the City Council for review. The action of the City Council shall be final.

The hearing before the Personnel Commission may be conducted informally and the rules of evidence need not apply. The hearing shall be conducted in an



orderly manner with a presentation of all material facts so that a fair and impartial decision may be made. The Commission Chairperson shall have full authority at all times to maintain orderly procedure and to restrict the hearing to facts relevant to the complaint. In hearing the appeal, the Commission may require the employee (appellant) to first present his/her grievance; followed by the immediate supervisor for presentation of his/her attempts to resolve the grievance; followed by the Department Head for presentation of his/her attempts to resolve the grievance; followed by the City Administrator for presentation of his/her attempts to resolve the grievance. All involved parties may be entitled to counsel if they so desire. The appellant will bear the expense of his/her own counsel.

The Human Resources Department will provide a checklist to be used in order to ensure that each grievance is dealt with in timely and proper manner. The checklist will be initiated by a supervisor when he/she is first presented with a grievance, and will be forwarded along with the grievance and all responses thereto to each succeeding step in the process until a final resolution is obtained. Each succeeding level of authority in this procedure shall refuse to hear the matter unless the preceding step of the procedure has been observed.

#### **Section N. Bulletin Boards, Mail, and E-mail:**

1. The UNION may install at its own expense bulletin boards of reasonable size and construction as approved by the CITY. Bulletin boards shall be placed in locations approved by the CITY; they may be used for official Union bulletins, but may not be used to post inflammatory or defamatory material. Pre-approval by the City may be required of any material proposed to be posted by the Union.
2. Subject to pre-approval by the Director of Human Resources, the UNION may utilize interoffice mail and electronic mail for the distribution of information. The UNION understands that information sent through the CITY'S servers will be subject to review under applicable CITY policies and may be subject to disclosure to the public.

#### **Section O. Donation of Vested Time:**

The CITY shall maintain in effect the donation of vested time program for the term of this Agreement. This program is described in detail in the Human Resources Rules and Regulations. For purposes of this agreement, employees may donate Vacation, Compensatory Time Off, and Personal Leave Time under this program.

#### **Section P. Human Resources Files:**

At any time during normal working hours, an employee may make an appointment to review their Human Resources file. Employees will be allowed to see their Human Resources file in the presence of a Human Resources representative. An employee's representative may review an employee's personnel file in the presence of a Human Resources representative upon presentation of a written release from the employee.

#### **Section Q. Labor Management Committee:**

The City and Union have formed a Labor Management Committee to address issues of importance in labor management relations between the parties. Either party may request that the Committee meet by submitting a written request identifying the specific issue(s) to be discussed. Typically, two representatives shall be appointed by each party.

The Committee will not have the authority to add to, amend, or modify this MOU. However, mutually acceptable recommendations of the Committee may be implemented, after any required meet and confer process.

1. The Parties will form a Labor-Management Committee to make recommendations for a dress code/policy for non-uniformed employees. The committee will convene no later than thirty (30) days after City Council's adoption of MOU and will submit its recommendations no later than four (4) months after the date of formation.

#### **Section R. Employee Performance Appraisal:**

1. Additional Review

If comments are added to an Appraisal by any manager above the level of the supervisor who signs the Appraisal, a copy of the Appraisal (including any additional comments) shall be routed to the employee prior to the EPA being delivered to the Human Resources Department.

2. Appeal

Unit employees shall be allowed to appeal any Employee Performance Appraisal with an overall rating of less than satisfactory to the City Administrator. There shall be no other form of appeal.

#### **Section S. Equal Employment Opportunity:**

The CITY and AFSCME are committed to providing equal employment opportunities for all employees and applicants. Further, the CITY and AFSCME are committed to the elimination of any barriers which restrict women, minorities and the disabled from receiving equal treatment in any aspect of employment. The parties understand that the City may have a legal imperative to act in a manner inconsistent with this agreement or the Human Resources Rules and Regulations. For example, the City may have to accommodate a disabled employee by placing that employee in a particular position without performing a recruitment.

#### **Section T. Alternate Work Schedules:**

The City departments may, in the department heads discretion, establish alternative work schedules. If established:

- 1) Overtime shall be payable for hours worked in excess of the regular workday.

- 2) Time off shall be earned as if the employee was working a regular work schedule (i.e. eight (8) hours for one (1) day). Time off shall be charged based on the number of hours in the workday missed (i.e. an employee on a 4/10 schedule will be charged ten (10) hours for each day missed on vacation, sick leave, etc.) Employees on alternate work schedules of more than eight (8) hours taking a holiday off shall be required to supplement their eight (8) hours of holiday pay in order to receive payment for the full day.

#### **Section U. DMV Pull Notice Program:**

Employees who have the opportunity to operate motorized vehicles on city business are required to be safe drivers and operate vehicles in a safe manner. Employees, who have the opportunity to operate vehicles on city business, must possess and maintain a valid California driver's license appropriate for the job and vehicle(s) to be operated. Employees who have the opportunity to operate motorized vehicles while on duty must also either: (1) enroll in the City's department of motor vehicles employer pull-notice program, or (2) provide the city with periodic updates of his or her driving record.

1. If an employee enrolls in the DMV employer pull notice program, the employee must fill out a City-specified enrollment form directing the DMV to provide the City with periodic updates of the employee's driving record.
2. If an employee elects not to enroll in the DMV employer pull notice program, the employee is responsible for providing the City with periodic updates of the employee's driving record. These updates shall be provided annually during the month of January and every time the employee receives a citation or other entry on his or her driving record which impacts his or her ability to operate a motor vehicle while on duty, including but not limited to the revocation or temporary suspension of the employee's drivers' license.

#### **Section V. Payroll Date and Direct Deposit:**

Employees are paid monthly on the last working day of the month. All unit employees shall enroll in direct deposit within sixty (60) days of employment. Current employees shall enroll in direct deposit and shall maintain direct deposit. Employees needing an exception to direct deposit shall submit a request stating the reasons for the exception in writing to the Human Resources Director for consideration. The decision of the Human Resources Director shall be final.

#### **Section W. Use of City Facilities:**

The Union shall have the right to use City conference rooms and meeting facilities on the same basis as other governmental organizations. Use of non-public areas shall require prior authorization by the Department Head or designee. All requests for use of facilities shall be made through the Human Resources Director.

## **Section X. New Employee Orientation:**

The City will provide each new bargaining unit employee a packet of information provided by the Union during new employee orientation. The Union will provide this information to the City electronically via flash drive and will provide the City with updated information whenever necessary.

## **ARTICLE IX. PEACEFUL PERFORMANCE**

During the life of this Agreement, no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the UNION, and no lockouts shall be made by the City of Gilroy.

In the event that any employees covered by this Agreement, individually or collectively, violate the provisions of this article and the UNION fails to exercise good faith in halting the work interruption, the UNION and the employees involved shall be deemed in violation of this article and the CITY shall be entitled to seek all remedies available to it under applicable law.

## **ARTICLE X. REINSTATEMENT**

The City shall have the option, upon reinstating employees who resigned in good standing, to reinstate accrued sick leave and reinstate seniority for salary step and leave accrual purposes.

## **ARTICLE XI. REOPENERS**

1. Upon request by the City, the City and Union will reopen the MOU to negotiate implementation of a bi-weekly payroll system and to address other changes related to payroll system implementation. The parties' intention is to develop a bi-weekly pay calendar that will result in employees receiving a portion of their pay earlier in the month.
2. Upon request by the City, the City and Union will reopen the MOU to address timing of December payroll.
3. In the event the Employer contribution required by CalPERS for any year covered by the MOU exceeds the estimates in CalPERS' 2016 actuarial valuation, the City and Union will reopen the contract to negotiate changes to address the rate increases.
4. Upon request by the City, the City and Union will reopen negotiations on revised Human Resources Rules and Regulations to address any substantive changes to the Human Resources Rules and Regulations.
5. The City will continue the practice of including the Union in the review cycle for the issuance of new procedures or for making changes to existing procedures that impact terms and conditions of employment.

## **ARTICLE XII. FULL UNDERSTANDING**

This Memorandum of Understanding is the result of the parties' good faith meeting and conferring pursuant to the MMBA and sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Where this MOU conflicts with the Human Resources Rules and Regulations, the terms of this MOU shall control.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to negotiate, and agrees that the other party shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this agreement.

## **ARTICLE XIII. SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction or invalidated by state or federal law, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Should the State of California adopt legislation forbidding or economically penalizing the CITY for granting any compensation increases called for in this agreement, the compensation increase shall be suspended. The CITY and Association shall meet and confer regarding any suspended compensation increases.


**ARTICLE XIV. TERM**


This Memorandum of Understanding represents the entire Agreement between the CITY and UNION on subjects contained herein and shall become in full force and effect on January 1, 2017 unless otherwise noted, and shall continue in full force and effect until Midnight June 30, 2019. The UNION shall provide the CITY with its proposals for the period beginning July 1, 2019 no later than April 1, 2019. The parties agree to begin the meet and confer process by April 30, 2019.

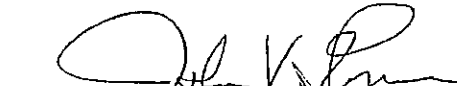
**FOR CITY OF GILROY**


**FOR AFSCME, LOCAL 101, GILROY  
CHAPTER, (AFL-CIO)**


  
Gabriel A. Gonzalez, City Administrator


  
Suzie Griffith, Business Agent


  
Charles Sakai, Labor Negotiations  
Counsel

  
John Greer, President

  
LeeAnn McPhillips, Human Resources  
Director

  
Jeff Castro, Vice President

  
Maria De Leon, Recreation Director

  
Randy Carpenter, Negotiating Team

  
Jim Maestri, Negotiating Team

DATED: 4/18/17

DATED: 4/10/17

**AFSCME SUPERVISORY UNIT  
SALARY SCHEDULE  
Effective January 1, 2017  
(1.5% Increase)**

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Public Safety Communications Supervisor	410	40.4	7,594.17 91,130.00	7,974.08 95,689.00	8,372.67 100,472.00	8,791.17 105,494.00	9,230.92 110,771.00
Operations Services Supervisor	402	37.3	6,528.17 78,338.00	6,854.42 82,253.00	7,197.00 86,364.00	7,557.25 90,687.00	7,934.75 95,217.00
Police Records Supervisor	407						
Recreation Supervisor	406	35.8	6,067.00 72,804.00	6,370.58 76,447.00	6,688.67 80,264.00	7,023.42 84,281.00	7,374.67 88,496.00
Administrative Secretary	613	31.1	4,823.33 57,880.00	5,064.50 60,774.00	5,317.83 63,814.00	5,583.33 67,000.00	5,862.67 70,352.00

Annual figures are rounded to the nearest dollar

*AFSCME Supervisory employees that are designated by CalPERS and the City of Gilroy as "classic members" of the CalPERS Miscellaneous group have an 8% deduction under IRC 414(h)(2) for the employee contribution to the CalPERS 2.5% @ 55 retirement plan. AFSCME Supervisory employees that are designated by CalPERS and the City of Gilroy as "new members" of the CalPERS Miscellaneous group shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2) for the CalPERS 2% at 62 retirement plan.*

**AFSCME SUPERVISORY UNIT  
SALARY SCHEDULE  
Effective July 1, 2017  
(Study Adjustments and 1.5% Increase)**

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Public Safety Communications Supervisor	410	81	7,878.08 94,537.00	8,075.08 96,901.00	8,276.92 99,323.00	8,483.83 101,806.00	8,696.00 104,352.00	8,913.33 106,960.00	9,136.17 109,634.00	9,364.58 112,375.00	9,598.75 115,185.00	9,838.67 118,064.00
Operations Services Supervisor	402	61	6,456.50 77,478.00	6,617.83 79,414.00	6,783.33 81,400.00	6,952.92 83,435.00	7,126.75 85,521.00	7,304.92 87,659.00	7,487.50 89,850.00	7,674.67 92,096.00	7,866.58 94,399.00	8,063.25 96,759.00
Police Records Supervisor	407	61										
Recreation Supervisor	406	57	6,204.50 74,454.00	6,359.67 76,316.00	6,518.67 78,224.00	6,681.58 80,179.00	6,848.67 82,184.00	7,019.83 84,238.00	7,195.33 86,344.00	7,375.25 88,503.00	7,559.58 90,715.00	7,748.58 92,983.00
Administrative Secretary	613	31	4,790.17 57,482.00	4,909.92 58,919.00	5,032.67 60,392.00	5,158.50 61,902.00	5,287.50 63,450.00	5,419.67 65,036.00	5,555.17 66,662.00	5,694.00 68,328.00	5,836.42 70,037.00	5,982.33 71,788.00

Annual figures are rounded to the nearest dollar

*AFSCME Supervisory employees that are designated by CalPERS and the City of Gilroy as "classic members" of the CalPERS Miscellaneous group have an 8% deduction under IRC 414(h)(2) for the employee contribution to the CalPERS 2.5% @ 55 retirement plan. AFSCME Supervisory employees that are designated by CalPERS and the City of Gilroy as "new members" of the CalPERS Miscellaneous group shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2) for the CalPERS 2% at 62 retirement plan.*



**AFSCME SUPERVISORY UNIT  
SALARY SCHEDULE  
Effective July 1, 2018  
(3.0% Increase)**

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Public Safety Communications Supervisor	410	81	<b>8,114.42</b> 97,373.00	<b>8,317.33</b> 99,808.00	<b>8,525.25</b> 102,303.00	<b>8,738.33</b> 104,860.00	<b>8,956.92</b> 107,483.00	<b>9,180.75</b> 110,169.00	<b>9,410.25</b> 112,923.00	<b>9,645.50</b> 115,746.00	<b>9,886.75</b> 118,641.00	<b>10,133.83</b> 121,606.00
Operations Services Supervisor	402	61	<b>6,650.17</b> 79,802.00	<b>6,816.33</b> 81,796.00	<b>6,986.83</b> 83,842.00	<b>7,161.50</b> 85,938.00	<b>7,340.58</b> 88,087.00	<b>7,524.08</b> 90,289.00	<b>7,712.17</b> 92,546.00	<b>7,904.92</b> 94,859.00	<b>8,102.58</b> 97,231.00	<b>8,305.17</b> 99,662.00
Police Records Supervisor	407	61										
Recreation Supervisor	406	57	<b>6,390.67</b> 76,688.00	<b>6,550.42</b> 78,605.00	<b>6,714.25</b> 80,571.00	<b>6,882.00</b> 82,584.00	<b>7,054.17</b> 84,650.00	<b>7,230.42</b> 86,765.00	<b>7,411.17</b> 88,934.00	<b>7,596.50</b> 91,158.00	<b>7,786.33</b> 93,436.00	<b>7,981.00</b> 95,772.00
Administrative Secretary	613	31	<b>4,933.83</b> 59,206.00	<b>5,057.25</b> 60,687.00	<b>5,183.67</b> 62,204.00	<b>5,313.25</b> 63,759.00	<b>5,446.17</b> 65,354.00	<b>5,582.25</b> 66,987.00	<b>5,721.83</b> 68,662.00	<b>5,864.83</b> 70,378.00	<b>6,011.50</b> 72,138.00	<b>6,161.83</b> 73,942.00

Annual figures are rounded to the nearest dollar

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Exhibit for Educational Incentive Pay – Supervisory Unit

The following is the program wording for the former educational incentive pay program. This is being retained as an exhibit to the MOU as some employees in this unit are grand parented in under this program that is no longer available for new participation.

Educational Incentive Pay Program:

The employee educational incentive program, shall be as follows:

1. Employees who have completed thirty (30) college semester units in excess of the education required for their job shall receive an additional one and one half (1.5%) percent of base pay. Employees who have completed sixty (60) college semester units in excess of that required for their job shall receive an additional one and one half (1.5%) percent of base pay. The total increase possible under the incentive program is three (3%) percent of base pay. Effective with the employees hired on or after July 1, 1991, educational incentive pay shall be paid only for units earned after their hire by the CITY.
2. All college course units creditable under the above plan must be applicable toward a degree and usable by the particular employee in their employed capacity or for advancement within CITY classifications. All course units are subject to approval by the City Administrator with recommendation from the employee's Department Head. Any conflicts or disagreements regarding course approval shall be submitted to the Personnel Commission for final determination.
3. Adult Education classes shall be included in the Educational Incentive Plan for purposes of compensation. CITY reserves the right to approve classes as job-related. To qualify:
  - a. The employee must furnish written verification that he/she has successfully completed the course.
  - b. One (1) hour of classroom lecture will be deemed equivalent to one-twelfth (1/12) of a quarter hour. One (1) hour shop, hands-on, project group discussion or similar activity will be deemed equivalent to one thirty-sixth (1/36) of one quarter hour. It is the responsibility of the employee to provide written verification of the number of hour(s) of each type of activity involved in the adult education course.
  - c. One quarter (1/4) hour is equivalent to two-thirds (2/3) of one semester hour. The CITY's Education Incentive Plan is in terms of semester hours. Therefore, quarter hours as determined in the formula in paragraph 2

above will be multiplied by  $\frac{2}{3}$  (two thirds) to arrive at semester hours for salary credit.

List of Employees Grand Parented in Under this Program:

<u>Employee Name</u>	<u>% of Education Incentive</u>
➤ Brandini, Rick – Facilities Supervisor	3%
➤ Garcia, John – Recreation Supervisor	3%
➤ Glines, Gayle – Recreation Supervisor	3%

**CERTIFICATE PAY CHART FOR CERTAIN PUBLIC WORKS OPERATIONS EMPLOYEES IN THE AFSCME, LOCAL 101 – SUPERVISORY UNIT**

Parks & Landscape Section				Streets/Waste Water/Trees Section				Water Section			
If Obtained Prior to 7/1/17		7/1/17 and going forward		If Obtained Prior to 7/1/17		7/1/17 and going forward		If Obtained Prior to 7/1/17		7/1/17 and going forward	
Certificate	Monthly \$ Amount	Certificate	Monthly \$ Amount	Certificate	Monthly \$ Amount	Certificate	Monthly \$ Amount	Certificate	Monthly \$ Amount	Certificate	Monthly \$ Amount
Class A License	\$20.00	Class A License	\$20.00	Class A License	\$20.00	Class A License	\$20.00	Class A License	\$20.00	Class A License	\$20.00
CWEA Collection System Maintenance Grade 1, 2, 3, or 4	1 = \$20.00 2 = \$75.00 3 = \$125.00 4 = \$150.00			CWEA Collection System Maintenance Grade 1, 2, 3, or 4	1 = \$20.00 2 = \$75.00 3 = \$125.00 4 = \$150.00	CWEA Collection System Maintenance Grade 3 or 4	3 = \$250.00 4 = \$300.00	CWEA Collection System Maintenance Grade 1, 2, 3, or 4	1 = \$20.00 2 = \$75.00 3 = \$125.00 4 = \$150.00		
AWWA Backflow Prevention Tester	\$20.00			AWWA Backflow Prevention Tester	\$20.00			AWWA Backflow Prevention Tester	\$20.00		
State of CA Water Distribution Operator Grade 1, 2, 3, or 4	1 = \$20.00 2 = \$75.00 3 = \$125.00 4 = \$150.00			State of CA Water Distribution Operator Grade 1, 2, 3, or 4	1 = \$20.00 2 = \$75.00 3 = \$125.00 4 = \$150.00			State of CA Water Distribution Operator Grade 1, 2, 3, or 4	1 = \$20.00 2 = \$75.00 3 = \$125.00 4 = \$150.00	State of CA Water Distribution Operator Grade 5	5 = \$400.00
State of CA Water Treatment Operator (any level)	\$20.00			State of CA Water Treatment Operator (any level)	\$20.00			State of CA Water Treatment Operator (any level)	\$20.00	State of CA Water Treatment Operator 3 or 4	3 = \$60.00 4 = \$80.00
AWWA Cross Connection Specialist	\$20.00			AWWA Cross Connection Specialist	\$20.00			AWWA Cross Connection Specialist	\$20.00		
Qualified Applicator's Certificate	\$20.00			Qualified Applicator's Certificate	\$20.00			Qualified Applicator's Certificate	\$20.00		
Playground Inspection Certification	\$20.00	Playground Inspection Certification	\$20.00	Playground Inspection Certification	\$20.00			Playground Inspection Certification	\$20.00		
Pesticide Advisor Certification	\$20.00	Pesticide Advisor Certification	\$50.00	Pesticide Advisor Certification	\$20.00			Pesticide Advisor Certification	\$20.00		

The amounts noted for each certification are not additive and employee shall receive amount tied to highest level attained for each type of certification.

Exhibit C to AFSCME, Local 101 Supervisory Unit MOU