

RESOLUTION NO. 15-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH, CALIFORNIA, APPROVING THE AGREEMENT WITH THE GROVER BEACH POLICE MANAGEMENT AND CONFIDENTIAL EMPLOYEE GROUP, AMENDING THE COMPENSATION AND BENEFIT PACKAGE FOR THE PERIOD ENDING JUNE 30, 2018

WHEREAS, the representatives of the City and the Grover Beach Police Management and Confidential Employee Group have met and conferred in good faith and have tentatively agreed to the terms and conditions set forth in Exhibit A – Agreement; and

WHEREAS, the members of the Grover Beach Police Management and Confidential Employee Group have agreed to have the City implement the compensation and benefit adjustments described in Exhibit A – Staffing Detail; and

WHEREAS, the City Council has reviewed and approved of the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grover Beach does hereby adopt this Resolution approving the new Agreement with the Grover Beach Police Management and Confidential Employee Group.

On motion by Council Member Nicolls, second by Council Member Shah, and on the following roll call vote, to wit:

AYES: Council Members Nicolls, Shah, and Mayor Shoals.
NOES: Council Members – None.
ABSENT: Council Members Bright and Mayor Pro Tem Lee.
ABSTAIN: Council Members – None.

the foregoing Resolution was **PASSED, APPROVED, AND ADOPTED** at the Regular Meeting of the City Council of the City of Grover Beach, California, this 3rd day of August, 2015.



JOHN P. SHOALS, MAYOR

ATTEST:



DONNA L. McMAHON, CITY CLERK

**Memorandum
Of
Understanding**

Between

**Grover Beach Police Management
and Confidential Employees Group**

And

The City of Grover Beach

August 3, 2015 – June 30, 2018

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Article I. MEMORANDUM

Section 1.01 Parties to Memorandum of Understanding

This Memorandum of Understanding (hereinafter known as M.O.U. or Agreement) is made and entered into by and between the City of Grover Beach (hereinafter known as the City) and the Grover Beach Police Management and Confidential Employees Group (hereinafter known as GBPMCEG).

Section 1.02 Recognition

The City hereby formally recognizes the Grover Beach Police Management and Confidential Employees Group as the Representative for those employees employed by the City and defined as:

Police Commander

Police Administrative Assistant/Confidential

Recognition is granted for the purpose of meeting and conferring on wages, hours, working conditions and general representation of employees defined within this section.

Section 1.03 Agency Personnel Rules

A. It is understood and agreed that there exists within the City, in written form, certain personnel rules, policies and practices generally contained in the "City of Grover Beach Personnel Rules and Regulations," and the "Grover Beach Police Department Policies" which will continue in effect, except for those provisions modified by this Agreement, unless and until modified in accordance with State laws, orders, regulations, official instructions or policies. This section shall conform within the scope of MMBA.

B. Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect during the term of the Agreement, unless changed by mutual agreement. The City shall have the right to update and improve said personnel rules, policies, and practices that affect wages, hours and other terms and conditions of employment with the understanding that prior to such changes the City will meet and confer with authorized representatives of GBPMCEG.

Section 1.04 Effect of Agreement

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. This Agreement supersedes all previous agreements, understandings, and prior practices related to matters included within this Agreement.

Article II. DEFINITIONS

A. Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit of the employees defined in Article 1, Recognition.

B. Calendar Year - The term "calendar year" as used in this Agreement refers to the period of twelve (12) consecutive months commencing on January 1st and ending on December 31st.

C. Day - The term "day" as used in this Agreement refers to a calendar day unless otherwise stated in this Agreement.

D. Emergency - The term "emergency" as used in this Agreement means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

E. Employee - The term "employee" as used in this Agreement refers to a full-time:

1. **Regular Status Employee** - The term "regular status employee" as used in this Agreement refers to an employee who has completed the probationary period.
2. **Probationary Employee** - The term "probationary employee" as used in this Agreement refers to an employee who has not completed his/her probationary period.

F. Immediate Family – The term "immediate family" as used in this Agreement refers to an employee's child, parent or spouse.

G. Week - The term "week" as used in this Agreement refers to seven (7) consecutive days beginning on Monday and going through Sunday.

H. Personnel File – The term "personnel file" as used in this Agreement refers to any file maintained by the City or Department which contains personnel records concerning an employee.

I. Work Period – The term work period is defined as a scheduled 40 hours of work occurring during 7 consecutive days between Monday and Sunday during a designated City pay period.

Article III. MANAGEMENT RIGHTS

A. There are no provisions in the Memorandum of Understanding that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the City had prior to entering into this understanding unless and only to the extent that the provisions of this Memorandum of Understanding specifically curtail or limit such rights, powers and authority.

B. The rights of the City include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
2. Set standards of service.
3. Determine the procedure and standards of selection for employment and promotion.
4. Direct its employees.
5. Relieve its employees from duty because of lack of work, or for other legitimate reasons.
6. Maintain efficiency of government operations.
7. Determine the methods, means, and personnel by which government operations are to be conducted.
8. Determine the content of job classifications.
9. Take all necessary actions to carry out its mission in emergencies.
10. Exercise complete control and discretion over its organization and the technology of performing its work.
11. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
12. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.

C. Pursuant to the above Subsection B, GBPMCEG acknowledges that the City may exercise such rights to modify the promotional examination procedures and standards for classifications included in this unit.

D. Where required by law, the City agrees, prior to implementation, to meet and confer with GBPMCEG over the impact of the exercise of a City right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon GBPMCEG members is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Grover Beach Police Departmental Policies.

Article IV. EMPLOYMENT STATUS

Section 4.01 Probationary Period

A. OBJECTIVE

The probationary period is to be regarded as an integral part of the testing procedures and shall be utilized for closely observing the employee's work and his/her adjustment within the organization.

B. LENGTH

1. All initial-hire appointments for sworn position shall be tentative and subject to a probationary period of 18 months. All initial-hire non-sworn appointments and internally promoted or transferred appointments shall be tentative and subject to a probationary period of 12 months.
2. The Police Chief may extend an employee's probation by up to six months upon written notice delivered to the employee prior to the completion of his or her initial-hire or promotional probationary period.

C. REJECTION

1. During the probationary period, the Police Chief may terminate an initial-hire probationary employee without cause and without right of appeal.
2. During the probationary period, the Police Chief may reject a promotional probationary employee without cause and without right of appeal. An employee who is rejected while serving probationary period after promotion shall be returned to his/her former classification. The employee shall be returned to the same step he/she was on at the time of promotion. The anniversary date for step increases and evaluations shall revert to the prior to promotion evaluation period. Seniority in rank shall be based on the date employee was initially appointed to the position. Service and sworn dates for purposes of vacation accrual, longevity, and other service-related pay or benefits shall not change.

Section 4.02 Transfers

A transfer may be affected at any time by the City Manager upon the recommendations of the department heads concerned, or to meet the service needs of the department. All transfers must be within comparable classes, and no person shall be transferred to a position for which he/she does not possess the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction.

Section 4.03 Layoff Procedure

A. The Layoff Procedure is as outlined in the City of Grover Beach Personnel Regulations as outlined in Section VIII – Layoff Procedure.

Section 4.04 Peaceful Performance of City Services

A. During the term of this Agreement, GBPMCEG, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walkout, work stoppage, job action, slow down, speed up, sick-out, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other labor organizations within the City to engage in any or all of the preceding activities.

B. In the event of such activities, GBPMCEG shall immediately instruct any persons engaging in such conduct that they are violating this Agreement, and that they are engaging in unlawful conduct, and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.

C. In addition to any other lawful remedies for the disciplinary action available to the City, the City may, in addition to the above, invoke any and all remedies available to it under its Employer-Employee relations section, the City Personnel Rules and Regulations and the Grover Beach Police Department Policy Manual.

Article V. PERSONNEL FILES

Section 5.01 Maintenance of Files

Personnel files shall be maintained at both the Human Resources Department and at the Police Department. All performance evaluations and disciplinary actions shall be maintained in both files.

Section 5.02 Access to Personnel Files

A. Employees, during normal working hours with reasonable notice and with their supervisor's approval, have the right to have access to and copies of any document in their personnel file(s). Employees may be charged for cost of additional duplication of any materials in any personnel file for which they request copies.

B. Any adverse comments retained in the personnel files will first be read and initialed by the employee before placement in the personnel file(s). An employee shall have the right to respond in writing or personal interview to any information contained in his/her personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.

C. Documentation of a disciplinary action of 2 working day suspension or less shall, upon written request of the employee, be removed from an employee's personnel file(s) if 5 years has passed since the effective date of the action and there have been no further disciplinary actions of a similar nature during the 5-year period. The employee must request removal of such documentation, in writing, to the Police Chief, who shall make the final determination as to whether there have been no further disciplinary actions of a similar nature. Documentation of disciplinary actions in excess

of a 2 working day suspension may be removed from an officer's file(s) after five years, at the sole discretion of the Police Chief.

Article VI. CLASSIFICATIONS

Section 6.01 New Classifications

The City agrees to meet and confer with GBPMCEG on any new classifications which may be added to the unit covered by this Agreement.

Section 6.02 Higher Classification Work

A. Any bargaining unit employee who is assigned to temporarily perform the preponderance of duties of a position in a higher classification for more than twenty (20) consecutive days shall receive the rate of pay equivalent to the higher classification worked while the employee continues to work in the higher classification. The higher rate of pay shall be no more than 10% of the recipient's base pay.

B. The higher salary rate payable shall commence on the twenty-first day following the temporary reassignment to the performance of duties of the higher classification. If it is known to the City that the higher classification position is vacant due to a separation of employment by the former employee of said position, then the higher salary rate payable shall commence upon appointment of the employee to the temporary reassignment.

C. This assignment will continue until the City no longer requires the incumbent to perform the duties of such assignment. The higher rate of pay shall be no more than 10% of the recipient's base pay.

D. At the end of such assignment the employee performing the temporary assignment shall be returned to his/her original position and salary range.

Article VII. HOURS OF WORK

Section 7.01 Work Schedules

A. The City reserves the right to schedule work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment.

B. Notwithstanding Section 8.01(A) above, the parties agree to meet and confer, generally conducted by the Chief of Police and the involved employees to determine the optimal schedule for the respective positions. The schedules can consist of a 10/80 schedule, 9/80 schedule, 4/10 schedule and a 3/12 with 8 hour payback schedule.

1. A 10/80 schedule means the employee is assigned to work five consecutive 8 hour days each week during a two week pay period. The employee will be provided ample break and lunch periods while on duty. If the employee chooses to take a lunch period away from work, that time in which the employee is away from the workplace is not compensable.

2. A 9/80 schedule means the employee is assigned to work four 9 hour days both weeks of the pay period then one 8 hour day during one week of the pay period. The employee will be provided ample break and lunch periods while on duty. If the employee chooses to take a lunch period away from work, that time in which the employee is away from the workplace is not compensable.

3. A 4/10 schedule means the employee is assigned to work four 10 hour days both weeks of the pay period. The employee will be provided ample break and lunch periods while on duty. If the employee chooses to take a lunch period away from work, that time in which the employee is away from the workplace is not compensable.

4. A 3/12 with 8 hour payback schedule means the employee is assigned to work three 12 hour days during both weeks of the pay period and then one 8 hour day during one week of the pay period. The employee will be provided ample break and lunch periods while on duty. If the employee chooses to take a lunch period away from work, that time in which the employee is away from the workplace is not compensable.

Section 7.02 Overtime

A. The City reserves the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment. Overtime is subject to prior approval by the Chief of Police or his/her designee.

B. Non-Exempt employees are eligible for overtime after 40 hours worked in a work week. Overtime will be compensated at the rate of 1½ the employee's regular rate of pay in cash or compensatory time off (CTO) for all time worked or deemed to have worked, including paid leaves of absences. In lieu of overtime compensation, employees may receive equal compensatory time off upon their request and with the approval of the Chief of Police.

Section 7.03 Compensatory Time Administration

A. An employee may retain a balance of unused compensatory time not to exceed the amount of 240 hours for non-public safety employees and 480 hours for sworn public safety employees (FLSA maximums).

B. Upon termination or retirement from the City, the employee shall receive payment for any unused compensatory time that has been accrued.

Article VIII. LEAVE TIMES

Section 8.1 Vacation, Sick, Holiday, Administrative

A. Vacation	0 - 1 year service	10 days per year	38 days of max accumulation
	1 - 2 years service	11 days per year	38 days of max accumulation
	2 - 3 years service	12 days per year	38 days of max accumulation
	3 - 4 years service	13 days per year	38 days of max accumulation
	4 - 5 years service	14 days per year	38 days of max accumulation
	5 - 7 years service	15 days per year	43 days of max accumulation
	7 - 10 years service	16 days per year	43 days of max accumulation
	10 or more years service	20 days per year	79 days of max accumulation

1. An employee may exchange Vacation Leave hours for cash. Upon request, the City shall buy back Vacation Leave hours accumulated in excess of 60% of the employee's maximum authorized accrual amount. The payment for these Vacation Leave hours shall be at 100% of the employee's regular hourly pay rate. The employee's request shall be in writing and may be requested annually during the last two months of the calendar year. No employee shall receive payment under the provisions of this Section for more than 80 hours of Vacation Leave in any fiscal year.

2. On an annual basis, on a date established by the Department, each unit employee that has reached the maximum accrual of Vacation Leave shall request to schedule Vacation Leave usage. If the Department is unable to allow Vacation Leave usage requests based on operational needs of the Department, the Department shall attempt to schedule alternate Vacation Leave of an equal number of hours as originally requested. Such alternate schedule shall consider the operational needs of the Department and the employee's needs for vacation usage. If the Department and the employee are unable to agree on an alternative vacation schedule and the Police Chief certifies and the City Manager approves such certification that the employee was denied the ability to use Vacation Leave that was accumulated over the employee's maximum accrual amount, the City Manager may choose to temporarily raise the vacation accrual maximum for the employee, up to an additional 40 hours, as long as there is an established plan for the employee to use the vacation leave or cash out the vacation leave as established in Section 9.1 (A) (1) above.

B. Sick

Accrues at 12 days per year. The Sick Leave maximum accrual limit is 2,000 hours. Sick Leave may be applied to a retiring employee's CalPERS service credit within compliance of existing PERS policies and applicable laws. If the sick leave is not applied toward the retirement credit, only 672 hours of accrued sick leave will be paid upon retirement, or when an employee with over 20 years of service leaves City employment.

C. Holiday Equivalent to 13 paid holidays per year.

An non-exempt employee who must work on a recognized City holiday shall receive holiday pay equal to the number of hours the employee is regularly scheduled to work on said holiday. For those employees who are exempt under FLSA and must work on a recognized City holiday, they will be permitted to take the holiday time off on another day.

D. Administrative

88 hours are credited in January of each year for those employees exempt under FLSA (pro-rated). Administrative Leave may be used at the discretion of the employee with the approval of the Department Director. Any unused balance existing at the end of the calendar will be permitted to be carried over for use in the following calendar year. The maximum accrual limit for Administrative Leave hours is 144 hours. Administrative Leave hours are not compensable upon separation of employment with the City.

Article IX. RETIREMENT

Section 9.1 Retirement Benefits

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a “classic” member for purposes of retirement pension benefits in accordance with the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.

2. Classic members entering membership for the first time in a Local Public safety classification with the City of Grover Beach shall be eligible for the 3% at 55 retirement formula for Local Safety members. Classic members are eligible for the optional benefit of Government Code Section 20042, Highest Single Year. Each Sworn Public Safety Management employee shall pay the full 9% portion of the employee’s retirement contribution under CalPERS.

3. The PERS Local Miscellaneous 2.5% at Age 55 with One-Year Final Compensation is provided for non-safety Management and Confidential employees. Each non-safety Management and Confidential employee shall pay the full 8% portions of the employee’s retirement contribution under CalPERS.

B. New Member

1. A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits pursuant to the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.
2. New members hired on or after January 1, 2013, entering membership for the first time in a Local Public safety classification shall be eligible for the 2.7% at 57 retirement formula for Local Safety members with the three year Final Average Salary Compensation.
3. The employee contribution for new members shall be determined by the City of Grover Beach in accordance with their agreement with CalPERS. This amount will be adjusted periodically by CalPERS.
4. New employees entering membership for the first time in a non-safety Management and Confidential position shall be eligible for the CalPERS Miscellaneous 2% at Age 62 Retirement Plan with a three-year Final Average Salary Compensation. Each non-safety Management and Confidential employee shall pay the full portion of the employee’s retirement contribution under CalPERS, for a total of 8%.
5. All employees pay member contributions on a pre-tax basis [IRS 414(h)2]. The City also is part of the Social Security System. Employees pay their share of Social Security as a payroll deduction.

Article X. MEDICAL BENEFITS

Section 10.1 Group Insurance

A. City pays full medical, vision, dental, and life (\$100,000 policy for employee + \$5,000 for eligible spouse and \$2,000 per eligible child.) insurance for employees up to the maximum of \$637.54, and contributes towards dependent coverage for family members only in the following amounts: \$601.85/month for employee + one dependent; \$1,011.20/month for employee + full family.

The City provides the benefits of the Public Employees Medical and Hospital Care Act (PEMHCA) to all eligible employees at a contribution level equivalent to the cost of the PERS Select PPO plan for medical coverage. ‘Employee Only’ coverage will be paid at the PERS Select PPO rate.

The City’s payment amount will include the amount set forth in the CalPERS Health Care Resolution. If an employee elects to upgrade to a different plan, the employee will pay the difference (via payroll deduction) between that plan and the PERS Select PPO. The City will

continue to contribute on a monthly basis up to the maximum of the amounts shown above toward the cost of dependent care coverage for health insurance.

B. Long-term disability is a City-paid insurance premium after a 90 day waiting period for new employees.

C. Short-Term Disability is EDD State Disability Insurance (SDI) paid by employee as a payroll deduction.

D. Employee Assistance Program City-paid premium providing six clinical consultations per family member per year.

E. Medicare. Employees shall participate in the federal program of Medicare and shall pay those premiums required by law which the City shall deduct from the employees' pay.

Article XI. MANAGEMENT COMPENSATION AND INCENTIVES

Section 11.1 Education

A. Education Reimbursement Program - Up to \$1400 in educational expenses is available per fiscal year upon satisfactory completion of pre-approved college-level classes. Pursuant to Section X.D.4. of, and in accordance with the provisions of, the City's *Personnel Regulations*, when authorizing an employee to attend voluntary career-related out-service training, the department director may request reimbursement for the employee for tuition, books and required materials to the limits established in the Education Reimbursement Policy without requiring a letter grade, so long as the employee provides acceptable documentation of satisfactory completion of the training. Not more than \$300 per employee, and not more than \$900 in total for this unit for a fiscal year, may be used for this purpose.

B. Education Incentive - Pay is provided with prior approval from the City Manager for degrees over and above what is required for the position: 2.5% for Associates Degree; 5% for Bachelor's Degree and 7.5% for a Master's Degree. In no instance shall Education Incentive Pay exceed 7.5% of pay.

C. Executive Management Incentive - Pay is provided for certificates over and above what is required for the position. Employees will obtain the Certificates without the use of City resources for tuition, class fees, per diem or travel (with the exception of any reimbursed tuition, class fees per diem or travel). Employees will pay for the above listed class related fees with scholarships or their own resources. When an employee successfully completes a regimented training and education program designed for upper level or executive management he/she will be eligible for Executive Management Incentive Pay in an amount equal to 2.5% of Regular Pay, with a maximum of one certificate being eligible for this type of incentive. Total pay for this incentive shall not exceed 2.5%. Recognized programs are the FBI National Academy, California POST Command College, the University of Louisville's Southern Police Institute's Administrative

Officers Course and the California Office of Emergency Services Emergency Management Specialist Program.

D. Management Incentive Pay - Employees may receive five percent (5%) Management Incentive Pay to their base pay salary. The additional pay provides eligible Employees extra pay in recognition of the unique nature of their management or executive level positions and the special skills, knowledge, and abilities required of those positions. The compensation is paid as earned for normally required duties performed during normal work hours. It is not compensation in lieu of any other benefits.

Section 11.2 Longevity

A. Effective with the adoption of this MOU, the longevity pay will be eliminated as an incentivized program and the additional 5% of longevity pay being paid under the prior agreement will be combined into the base salary of each represented employee position. The base salary range of each represented position will be adjusted 5% beginning with Step A and continuing through each successive step thereafter. Incumbents will be grandfathered into the new base salary rate without negative impact to their current pay. The incumbent's current pay may need to be rounded to the next highest dollar amount in order to fall within the new base salary table.

Section 11.3 Uniform Allowance

A. Any employee required to wear uniforms will be provided with an initial set of two uniforms. Police Management employees will also be provided with bullet resistant equipment, duty belts and equipment as well as a Class A jacket. Police Management employees will receive a Uniform Allowance of \$1,000 per year (pro-rated on each paycheck). Police Administrative Assistant/Confidential employees will receive a Uniform Allowance of \$1,000 per year (pro-rated on each paycheck).

Section 11.4 PCD Allowance

A. The City will provide \$50 per month to employees using a personal electronic communication device for City business. Since not all employees within this group need to use personal communication devices while transacting City business, requests for this benefit will be treated on a case-by-case basis and require the Department Head to certify the use of a personal communication device as necessary to the employee's performance of job duties.

Section 11.5 Deferred Compensation

A. The City offers the opportunity for employees to participate in credit union and deferred income programs (ICMA & Mass Mutual). The City will contribute up to \$100/month maximum for employees who participate in one of two existing deferred compensation plans, matched on a dollar-for-dollar basis.

Section 11.6 Bilingual Incentive

A. An employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City, shall be paid \$80.00 per month upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. A certified employee shall request Bilingual Pay on a form approved by the City Manager.

Section 11.7 Professional Memberships and Legal Defense

A. The City will provide Commanders with annual membership dues, due each December, to the California Peace Officer Association (CPOA) for their eligibility in the CPOA Legal Services Program.

B. The City will provide Commanders with annual no deductible per incident Legal Defense coverage through the California Peace Officers Association (CPOA) Legal Services Program (LSP).

Section 11.8 Equitable Salary

A. As was agreed upon in the 2011-2012 Management and Confidential Agreement, the Police Administrative Assistant/Confidential shall maintain a minimum salary of 5.0% above the Administrative Secretary/Specialist Classification. The Police Administrative Assistant/Confidential shall maintain the same or higher salary schedule as to all Administrative Secretary/Confidential positions represented by other bargaining units in the City of Grover Beach.

B. In accordance with City Personnel Rules, the Police Commander position shall maintain a minimum step A salary of 5% above the step E salary of Sergeant at all times. Internally promoted employees will be eligible for all incentives upon promotion. Newly hired employees will only be eligible for incentives after six months of consecutive service with the Police Department. The City Manager, upon recommendation of the Chief of Police, may waive the six month waiting period for incentive pay for newly hired employees.

C. The Parties agree that the adjustments in salaries indicated in Exhibit A, and any future adjustments to the Base Pay amounts within a salary range for the job classifications represented by the GBPMCEG, shall maintain a difference in Base Pay between Step A and Step B, between Step B and Step C, between Step C and Step D, and between Step D and Step E of 5.0%, with plus or minus 0.025% being an agreed-upon acceptable margin for deviation.

Section 11.9 Salary Adjustments

A. The Commander position will receive a salary increase of 2% per each step in the salary table beginning on the day approval of the agreement by the City Council. The Commander position will then receive a salary increase of 2% per each step in the salary table effective on July 1, 2016, and an additional 2% per each step in the salary table effective on July 1, 2017.

B. The Police Administrative Assistant/Confidential position will receive a salary increase of 1.25% per each step in the salary table beginning on the day approval of the agreement by the City Council. The Police Administrative Assistant/Confidential position will then receive a salary increase of 1.25% per each step in the salary table effective on July 1, 2016, and an additional 1.25% per each step in the salary table effective on July 1, 2017.

Article XII. TERM OF MEMORANDUM OF UNDERSTANDING

Section 12.1 MOU Re-Opener Clause

A. During the term of this agreement, the parties agree to re-open discussions in order to meet and confer on the finalizing of the CalPERS Public Safety contribution requirements for the Commander position. The discussion will concentrate on how the parties will meet the CalPERS requirements of contributing an additional 3% toward the Public Safety Retirement for the Commander position.

B. During the term of this agreement, the parties agree to re-open discussions in order to meet and confer during the review, update and adoption of new City Personnel Rules and Regulations.

C. During the term of this agreement, the parties agree to re-open discussions in order to meet and confer on the development and implementation of a Cafeteria Plan/Voluntary Flexible spending account.

D. During the term of this agreement, the parties agree to re-open discussions in order to meet and confer on any adjustments to Article X - Medical Benefits.

Section 12.2 MOU Term

A. Term. The term of this MOU shall be from July 1, 2015, through June 30, 2018.

B. Severability. If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected.

C. Full Understanding. The Parties agree that this MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

D. Savings Clause. In the event that the implementation of any article, section or subsection of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the GBPMCEG shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

E. Personnel Regulations. GBPMCEG agrees that the City's *Personnel Regulations* were properly and duly adopted on April 4, 1994, that they are the authorized *Personnel Regulations* of the City, and that employees represented by GBPMCEG shall abide by the terms of the *Personnel Regulations*. GBPMCEG recognizes the City intends to revise and update the *Personnel Regulations* to reflect changes in law, City policy, applicable provisions of MOU's, clarity of language, and applicability to each bargaining unit. The City shall provide notice to the GBPMCEG in all cases when proposing changes to the *Personnel Regulations* applicable to members of this unit and the GBPMCEG agrees to meet and confer.

F. Successor Memorandum of Understanding. On or about May 1, 2018 the GBPMCEG shall provide to the City notice of intent to meet and confer concerning any proposed changes to this MOU affecting wages, hours or other terms and conditions of employment. All terms and conditions of this MOU shall stay in effect until a successor MOU is finalized.

Article XIII. SIGNATURES

City Representatives



Date 8/14/15

GBPMCEG Representatives



Timothy Miller, President Date 8/5/15



Gayla Chapman Date 8-17-15



Laura Vinnedge, Secretary/Treasurer Date



Chanelle Hubbard Date 8/5/15

Salary Schedule Effective August 3, 2015

*Salary increase: 2% for Police Commander; and
1.25% for the Police Administrative Assistant (Confidential).*

POSITION TITLE	STEPS	A	B	C	D	E
Police Commander		7516	7892	8287	8701	9136
Police Administrative Assistant (Confidential)		3874	4068	4271	4485	4709

Salary Schedule Effective July 1, 2016

*Salary increase: 2% for Police Commander; and
1.25% for the Police Administrative Assistant (Confidential).*

POSITION TITLE	STEPS	A	B	C	D	E
Police Commander		7666	8049	8451	8874	9318
Police Administrative Assistant (Confidential)		3922	4118	4324	4540	4767

Salary Schedule Effective July 1, 2017

*Salary increase: 2% for Police Commander; and
1.25% for the Police Administrative Assistant (Confidential).*

POSITION TITLE	STEPS	A	B	C	D	E
Police Commander		7819	8210	8621	9052	9505
Police Administrative Secretary/Confidential		3971	4170	4379	4598	4828