



**2016/2017
(One Year)**

MEMORANDUM OF UNDERSTANDING

BETWEEN

ARROYO GRANDE POLICE OFFICERS' ASSOCIATION

AND

CITY OF ARROYO GRANDE

2016/2017

2016/2017
AGPOA / CITY OF ARROYO GRANDE
MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

ARTICLE	1:	TERM OF MEMORANDUM.....	1
ARTICLE	2:	SALARY SCHEDULES.....	1
ARTICLE	3:	APPLICATION OF SALARY STEPS.....	1
ARTICLE	4:	ADVANCEMENT IN PAY.....	2
ARTICLE	5:	SPECIALTY PAY.....	3
ARTICLE	6:	VACATION LEAVE.....	4
ARTICLE	7:	HOLIDAY LEAVE.....	5
ARTICLE	8:	SICK LEAVE.....	6
ARTICLE	9:	BEREAVEMENT LEAVE.....	7
ARTICLE	10:	FAMILY LEAVE.....	7
ARTICLE	11:	MILITARY LEAVE.....	8
ARTICLE	12:	EDUCATIONAL PAY.....	8
ARTICLE	13:	MEDICAL LEAVE.....	8
ARTICLE	14:	EMERGENCY LEAVE.....	9
ARTICLE	15:	JURY DUTY.....	9
ARTICLE	16:	HOURS OF WORK AND OVERTIME.....	9
ARTICLE	17:	CALLBACK PAY.....	10
ARTICLE	18:	UNIFORMS AND EQUIPMENT.....	11

2016/2017
AGPOA / CITY OF ARROYO GRANDE
MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS
(continued)

ARTICLE	19:	MEDICAL INSURANCE	11
ARTICLE	20:	CAFETERIA PLAN.....	11
ARTICLE	21:	DENTAL PLAN.....	12
ARTICLE	22:	LIFE INSURANCE.....	12
ARTICLE	23:	VISION INSURANCE	12
ARTICLE	24:	DISABILITY INSURANCE.....	13
ARTICLE	25:	RETIREMENT	13
ARTICLE	26:	RETIREMENT BENEFITS.....	13
ARTICLE	27:	EDUCATION	16
ARTICLE	28:	NIGHT DIFFERENTIAL PAY.....	16
ARTICLE	29:	STANDBY STATUS	16
ARTICLE	30:	PAYCHECKS	17
ARTICLE	31:	PAYROLL DEDUCTIONS.....	18
ARTICLE	32:	ANNIVERSARY DATES.....	18
ARTICLE	33:	USE OF PRIVATE VEHICLE/ MILEAGE RATE.....	18
ARTICLE	34:	PERSONNEL FILES	18
ARTICLE	35:	PROBATIONARY PERIOD	18
ARTICLE	36:	RESIGNATION.....	19

**2016/2017
AGPOA / CITY OF ARROYO GRANDE
MEMORANDUM OF UNDERSTANDING**

**TABLE OF CONTENTS
(continued)**

ARTICLE	37:	TRANSFERS.....	19
ARTICLE	38:	PROMOTION	19
ARTICLE	39:	TEMPORARY POSITIONS	19
ARTICLE	40:	DEMOTION	20
ARTICLE	41:	LAYOFF	20
ARTICLE	42:	GRIEVANCE PROCEDURE.....	20
ARTICLE	43:	MANAGEMENT RIGHTS	23
ARTICLE	44:	ASSOCIATION ACTIVITIES	25
ARTICLE	45:	ASSOCIATION ACCESS TO WORK LOCATIONS	25
ARTICLE	46:	ASSOCIATION USE OF CITY FACILITIES	26
ARTICLE	47:	ASSOCIATION MEET AND CONFER REPRESENTATION	26
ARTICLE	48:	NO STRIKE/ LOCKOUT	26
ARTICLE	49:	NONDISCRIMINATION	26
ARTICLE	50:	MOU IMPLEMENTATION	26
ARTICLE	51:	MAINTENANCE OF BENEFITS.....	27
ARTICLE	52:	POLICY CONFLICTS.....	27

2016/2017
MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF THE
CITY OF ARROYO GRANDE AND THE
ARROYO GRANDE POLICE OFFICERS' ASSOCIATION

ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of the Memorandum of Understanding shall be from July 1, 2016, through June 30, 2017 (one year). Meet and confer sessions for Fiscal Year 2017-2018 shall commence no later than March 15, 2017.

ARTICLE 2. SALARY SCHEDULES

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>
Police Sergeant	41
Senior Police Officer	35
Police Officer	31
Police Trainee	27 (Non-Sworn)
Property Evidence Technician	22 (Non-sworn)
Police Records Clerk	18 (Non-sworn)

The City and the Police Officers' Association agree that all position classifications represented by the Association shall receive salaries as represented in Exhibit "A" for sworn employees and Exhibit "B" for non-sworn employees as of July 1, 2016.

A. FISCAL YEAR 2016/2017

The salaries contained in Exhibit "C" reflect a 6.0% salary increase for sworn employees and the salaries contained in Exhibit "D" reflect a 4.0% salary increase for non-sworn employees effective on a go forward basis (no retroactivity) the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU.

ARTICLE 3. APPLICATION OF SALARY STEPS

All employees entering the permanent, full-time employ of the City shall be paid at the first step of the salary range, unless otherwise determined by the Police Chief and City Manager, established for his/her position classification. Salary step increases, as provided herein, are not automatic but are based on performance and merit. Employees shall be placed on the step designated by the City Manager for initial full-time permanent employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner:

Police employees may qualify for advancement to the second or next step, after completion of 12 months service, upon the recommendation of the Police Chief and approval of the City Manager.

Employees may qualify for advancement to the third or next step, after the completion of one year of service at his/her third step, upon recommendation of the Police Chief and approval by the City Manager.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 2**

ARTICLE 3. APPLICATION OF SALARY STEPS (continued)

Employees may qualify for advancement to the fourth or next step, after the completion of one year of service at his/her third step, upon recommendation of the Police Chief and approval by the City Manager.

Employees may qualify for advancement to the fifth or next step, after completion of one year of service in his/her fourth step, upon recommendation of the Police Chief and approval by the City Manager.

A performance report on each employee recommended for advancement shall be submitted to the City Manager by the Police Chief prior to final action on such recommendation.

Merit increases will go effective the first day of the next full pay period following the evaluation date.

ARTICLE 4. ADVANCEMENT IN PAY

The salary range as set forth for each classification is divided into five (5) steps, which shall be interpreted and applied as follows:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment after completion of twelve (12) full calendar months of satisfactory service in a classification and not prior to the completion of a probationary period. The adjustment shall be made only if granted by the Police Chief and subject to the approval of the City Manager.
- C. The third step shall be granted to an employee who has given satisfactory service in a given classification for one (1) full additional year from granting of previous step increase only if granted by the Police Chief and subject to the approval of the City Manager.
- D. The fourth step shall be granted to an employee who has given satisfactory service for one (1) full additional year by the Police Chief and subject to the approval of the City Manager.
- E. The fifth step shall be granted to an employee who has given satisfactory service for one (1) full additional year by the Police Chief and subject to the approval of the City Manager.

An employee must always continue to maintain an acceptable level of performance and shall be evaluated by the Police Chief annually.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 3**

ARTICLE 5. SPECIALTY PAY

- A. In addition to the base rate of pay, determined under this MOU, employees engaged in specialty assignments shall receive Specialty Pay as herein defined. The Specialty Pay is to be included in all computation of overtime or other benefits.
- B. FTO Pay shall be defined as "an employee who is designated to train another employee pursuant to a P.O.S.T. - approved entry/promotional on-site training program (commonly referred to as a Field Training Program)."
The designated trainer shall be paid a Specialty Pay of an additional five per cent (5%) of base salary when assigned to and working with a trainee.
- C. Motor Officer Pay: Officers assigned to motor service on a full-time basis shall receive an additional 2.5% of base salary. Officers assigned to motor service on a part-time basis shall receive an additional 2.5% of base salary while assigned to, and working in, the Traffic Enforcement Motorcycle Program.
- D. Bilingual Pay: An employee who is functional in Spanish, other language, or American Sign Language (ASL), the use of which has been determined by the Police Chief, with the concurrence of the City Manager, to be of benefit to the City shall be paid \$50.00 per month. The employee must be able to verbally communicate basic information relevant to the routine tasks for their classification. An employee who is fluent and can conduct detailed interviews and interrogation, effectively and accurately record statements, and translate spoken and written communications effectively shall be paid \$100.00 per month. Fluency shall be certified by a test administered through the City Manager's Office. An employee shall request bilingual pay on a form approved by the City Manager.

The Police Chief, with the approval of the City Manager, shall determine which employees, what mix of languages, and which job functions may be eligible for bilingual pay based upon accessibility of the employee to the public, or other factors that could affect the use of these skills for public benefit. Nothing in this section shall preclude the use by an employee of foreign language skills in the work place for the public benefit even if the employee is not receiving bilingual pay.

- E. Officers assigned to the canine assignment shall be scheduled seventy-two (72) regular hours of their eighty (80) hour bi-weekly schedule. The remaining eight (8) hours of their schedule shall be compensated at straight time in exchange for the proper care and maintenance of the animal.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
 AGPOA AND CITY OF ARROYO GRANDE
 PAGE 4**

ARTICLE 6. VACATION LEAVE

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed. Employees shall take a minimum of eighty (80) vacation hours' leave per year after the first year of service.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the City in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses, he/she may, after six (6) continuous months of service, take vacation leave not to exceed forty (40) working hours with his/her supervisor's approval.
- C. Employees who terminate employment shall be paid at termination; and upon return of all City-owned property, if any, a lump sum for all accrued vacation leave earned prior to the date of termination.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

1 year	80 hours	6.67 hours per month
2 years	96 "	8.00 " " "
3 years	104 "	8.67 " " "
4 years	112 "	9.34 " " "
5 years	120 "	10.00 " " "
6 years	120 "	10.00 " " "
7 years	128 "	10.67 " " "
8 years	128 "	10.67 " " "
9 years	136 "	11.34 " " "
10 years	136 "	11.34 " " "
11 years	144 "	12.00 " " "
12 years	144 "	12.00 " " "
13 years	152 "	12.67 " " "
14 years	152 "	12.67 " " "
15 years	160 "	13.34 " " "

- E. Employees may accrue vacation leave up to the maximum hours listed below, dependent upon years of service as a regular full-time employee:

<u>Years of Service On January 1</u>	<u>Maximum Vacation Hours That Can Be Accrued on January 1</u>
1 - 5	80
5+ - 10	120
10+ - 15	160
15+	200

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 5**

ARTICLE 6. VACATION LEAVE (continued)

- F. In the event an employee's accrued vacation leave exceeds the maximum allowed, the employee shall be paid at his/her January 1st hourly wage rate for those hours accrued in excess of the maximum allowable. Exception to this paragraph may be approved by the Police Chief upon employee request.

ARTICLE 7. HOLIDAY LEAVE

A. Shift/Operations Employees:

1. Employees will be provided eight (8) hours of pay per month in lieu of holiday leave or shall be granted one (1) eight (8) hour work day per calendar month for a holiday. Such monthly holiday shall be designated on the employee's work schedule.
2. Employees shall also receive an additional twelve (12) hours of leave per year, which may be granted as time off or as straight-time pay during December. Such pay shall be paid on the first payday in December.

B. Administrative Employees:

The following days shall be paid holidays for Police Department employees assigned to non-shift administrative support duties:

1. Independence Day
2. Labor Day
3. Veterans' Day
4. Thanksgiving
5. Day following Thanksgiving
6. Christmas Eve, half day
7. Christmas
8. New Year's Eve, half day
9. New Year's Day
10. Martin Luther King Day
11. Lincoln's Birthday
12. President's Day
13. Memorial Day
14. One and one-half days per Fiscal Year of the employee's choice with Supervisor approval (Floating Holiday)

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 6**

ARTICLE 7. HOLIDAY LEAVE (continued)

When any of the above-listed holidays fall on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly worked on Saturday and/or Sunday, the holiday will be specified by the above-listed dates. In case a holiday falls on an employee's regularly scheduled day off, he/she shall have the option to take such a holiday on an alternate day, as selected by the employee and approved by the Police Chief.

C. Special Holidays:

Every day designated by the President, Governor, or Mayor for public observance as a special, nonrecurring single event, such as the death of a national leader or end of a war shall be a City-paid holiday.

ARTICLE 8. SICK LEAVE

All full-time, permanent employees shall accrue eight (8) hours of sick leave, with pay, for each month of service, with unlimited accumulation. Effective September 1, 2013, the maximum accumulation of earned sick leave shall be 1,000 hours. An employee will not accumulate any additional sick leave until such time that his/her accumulated balance falls below 1,000 hours. Upon retirement an employee may choose to be paid for 50% of unused sick leave, to a maximum of 450 hours at his/her current rate of pay. The remainder of unused accumulated sick leave will be forwarded to CalPERS to be used towards retirement credit per the City's contract with CalPERS. On December 1st of each year, an employee has the option of being paid straight time for 25% of his/her unused sick leave for the preceding twelve (12) months, transferring the 25% credit to vacation or leaving the 25% credit in sick leave.

Employees may transfer sick leave on a voluntary basis to a fellow employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the City, be completed by both employees who mutually request such transfer, and submitted for approval to their Department Directors and the City Manager for final approval. The requesting employee must indicate how many hours they will need for their leave. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable. Under no circumstances may the requesting employee receive more donated hours in their sick bank than actually used for their leave.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 7**

ARTICLE 9. BEREAVEMENT LEAVE

A five (5) day leave to a maximum of forty (40) working hours with pay shall be available to employees who suffer the death of a relative (defined as: spouse, parent, child, sister, brother, grandparent or grandchild, aunt, uncle, the corresponding relative by marriage, or any other person residing in the same household) for the purpose of attending the funeral and making other arrangements at the time the loss occurs. This leave is not chargeable against accrued sick or vacation leave.

In order to receive this benefit, domestic partners must be registered with the Secretary of State.

ARTICLE 10. FAMILY LEAVE

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:

1. Up to twelve (12) weeks unpaid leave in a twelve (12) month period. Intermittent leave is allowed.
2. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
3. The employee's insurance including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working.
4. Request for leave must be made 30 days prior to leave, if foreseeable.
5. Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
6. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the federal Family Medical Leave Act ("FMLA"), California Family Rights Act ("CFRA"), and Pregnancy Disability Leave ("PDL") apply.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 8**

ARTICLE 11. MILITARY LEAVE

Employees taking military leave with the National Guard or Reserves shall be entitled to full City pay and benefits as required by State statute.

All military leave in excess of thirty (30) calendar days per year, if granted by the City, shall be without City pay or City-paid benefits and shall be for a period not to exceed forty-eight (48) working days per calendar year. The employer may retain his/her City benefits, such as medical insurance, by paying all premiums. The City may elect to replace the employee in his/her position in the event employee takes more than forty-eight (48) working days per calendar year.

ARTICLE 12. EDUCATIONAL PAY

- A. All unit employees may qualify for a two and one-half percent (2½%) salary increase above their position classified range upon receipt of a two-year degree, in a field relative to their police job classification, from an accredited junior college or college or Intermediate P.O.S.T. Certificate, upon approval of the Police Chief and City Manager.
- B. All unit employees may qualify for a five percent (5%) salary increase above their position classified range upon receipt of a four-year degree, in a field relative to their police job classification, from an accredited college or Advanced P.O.S.T. Certificate, upon approval of the Police Chief and City Manager.
- C. **Exceptions:** When position classifications require an Associated Arts or Bachelor of Science/Bachelor of Arts Degree, no educational pay shall be paid to an employee holding such a position. No A.A. or B.A./B.S. degrees will be requested by the City for current positions represented by AGPOA unless otherwise agreed through the meet and confer process.
- D. A five percent (5%) increase in salary is the maximum increase permitted under Educational Pay.

ARTICLE 13. MEDICAL LEAVE

Medical Leave without pay may be granted for the purpose of recovery from prolonged illness or injury, to restore health, or for pregnancy, upon employee's written request to the Police Chief and City Manager, subject to submission of medical evidence satisfactory to establishing the employee's medical need.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 9**

ARTICLE 14. EMERGENCY LEAVE

Emergency leave without pay may be granted to any permanent employee who, upon written request to the Police Chief and City Manager, demonstrates that the leave is necessary for personal reasons or will serve to improve his/her abilities. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly upon leave expiration shall be cause for discharge. In the event that a disagreement arises as to whether or not such emergency leave will be granted, the matter will be moved to expedited hearings under the grievance procedure. During the period that an employee is on emergency leave, he/she shall be entitled to continue his/her insurance coverage with the City, as if pursuant to the provisions of COBRA, at his/her own expense.

ARTICLE 15. JURY DUTY

Employees shall be granted leave with full pay and no loss in benefits, when called for jury duty, if the employee remits to the City any and all jury fees for such jury duty. It is understood that the employee may retain any travel pay granted by the court. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

ARTICLE 16. HOURS OF WORK AND OVERTIME

- A. The normal work schedule for full-time employees shall be eight (8) hours per day or forty (40) hours per week. However, upon written agreement between the City and the Association, an alternative work schedule may be implemented to meet the work requirements of the Police Department. Any such alternative work schedule must include eighty (80) scheduled work hours per two (2) week period (biweekly). The City reserves the right to revert to the normal work schedule described herein should working conditions, staffing, and/or workload so require (as determined by the Police Chief).
- B. Overtime shall be paid at the rate of one and one-half (1 and ½) times the employee's regular base hourly rate of pay for: 1) authorized time worked on the day of an assigned shift that is in excess of the designated number of hours for that workshift, or 2) authorized time worked beyond forty (40) hours per week or, in the event of an alternative work schedule, eighty (80) hours biweekly. Time worked for purposes of computing the standard work period for purposes of this paragraph shall include holidays, sick leave, paid vacation, bereavement leave, and compensatory time-off, and shall be calculated at a maximum of eight (8) hours per day or, in the event of an

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 10**

ARTICLE 16. HOURS OF WORK AND OVERTIME (continued)

alternative work schedule, the maximum time designated for a workday for that work schedule. Unpaid time-off shall not be used for computing time worked. Overtime shall be computed at the nearest quarter ($\frac{1}{4}$) hour. Unless otherwise stated in this Memorandum of Understanding, overtime shall be paid only for actual time worked.

- C. At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half (1 and $\frac{1}{2}$) hours for each hour of overtime worked. Compensatory time off shall be taken at the option of the employee with the consent of the immediate supervisor and Police Chief. The limit for accrued compensatory time off is 160 hours. Effective September 1, 2013, the limit for accrued compensatory time off shall be reduced to 150 hours. Employees with current accruals above 150 hours will not lose those hours, but they shall not accrue any additional compensatory time off until their balance falls below 150 hours. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

ARTICLE 17. CALLBACK PAY

Callback is defined as that circumstance requiring an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week. An employee called in early to start his/her work shift, without prior reasonable notice, will also receive time and one-half (1 $\frac{1}{2}$) overtime pay for all extra hours worked, with a minimum call-out of two (2) hours. If an employee receives a second callback within the two hour window of their first call, then the employee shall only receive additional pay for the time worked beyond the two hours.

ARTICLE 18. UNIFORMS AND EQUIPMENT

- A. The City shall provide appropriate uniforms, safety equipment and maintenance of said items for employees required to wear a uniform as part of their duties. The type and style of the uniforms and equipment, along with the frequency of the maintenance, shall be determined by the Police Chief.
- B. The City shall provide annual cash allowances of \$150 for ancillary uniforms and equipment items to the employees required by the Police Chief to wear a uniform in the course of their duties. The allowance shall be paid in July of each year. The uniform allowance will be paid on the first Friday after the first regular pay date in July.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 11**

ARTICLE 19. MEDICAL INSURANCE

- A. The base medical plan shall be defined as the Health Maintenance Organization (HMO) program available to the City. If availability of an HMO to the City is discontinued by the medical plan provider, the base plan will become the basic PPO plan available to the City by the existing medical plan provider.
- B. The City will maintain health benefits through CalPERS to the end of the successor MOU.

ARTICLE 20. CAFETERIA PLAN

- A. The City shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The City's contribution toward coverage under PEMHCA shall be the statutory minimum contribution amount established by CalPERS on an annual basis.
- B. Employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage for medical, dental, and vision under the City's Cafeteria Plan.
- C. For the period of July 1, 2016 through November 30, 2016, the flex dollar shall be:

For employee only:	\$638.33
For employee + 1 dependent:	\$1,180.19
For employee +2 or more dependents:	\$1,514.66
- D. Effective December 2016, through June 30, 2017, the City's total Cafeteria Plan contribution for the plan shall be modified by an amount equal to one-half of the increase for the lowest cost HMO plan offered by CalPERS, up to a maximum of 5% premium increase for the City's contribution. Any increase in premiums above this amount will be the full responsibility of the employee.
- E. A portion of the flex dollar allowance (\$125 for 2016 and \$128 for 2017) is identified as the City's contribution towards PEMHCA. This amount will be adjusted on an annual basis as the PEMHCA minimum contribution increases. Remaining flex dollars must be used by employees to participate in the City's health plans. Employees who waive medical coverage under the Cafeteria Plan must show proof of alternate group health coverage that is compliant with the Affordable Care Act in order to receive flexible benefit dollars or cash in lieu of enrolling in the City's health plan. Employees who

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 12**

ARTICLE 20. CAFETERIA PLAN (continued)

properly waive coverage will receive an amount equal to the employee only contribution. The flexible benefit dollars taken as cash may not be used to reimburse an employee for any premium expenses an employee may incur for an individual health insurance policy, including a policy purchased through Covered California.

- C. The City and the AGPOA agree to reopen the MOU and limit discussion to any future Affordable Care Act guidance that affects the cafeteria plan.

ARTICLE 21. DENTAL PLAN

The City shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the City's choice. The City shall pay up to the full family premium. The City may select an alternate dental insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to the POA.

ARTICLE 22. LIFE INSURANCE

The City shall provide a \$40,000 Term Life Insurance Policy to each employee, full cost for said policy to be paid by the City.

ARTICLE 23. VISION INSURANCE

The City shall provide a Vision Care Plan for bargaining unit members. The City shall contribute the full family premium. The City may select an alternate vision care provider during the term of the M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to the POA.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 13**

ARTICLE 24. DISABILITY INSURANCE

The City shall pay for California State Disability Insurance for non-sworn personnel. Benefits are payable by the State of California after a seven (7) day waiting period following the onset of the illness or date of injury.

Effective January 1, 2004, the City will pay the premiums for the new Family Temporary Disability Insurance for non-sworn personnel. Should there be any future rate increases to State Disability Insurance and/or Family Temporary Disability Insurance plans after July 1, 2004, the City and the POA agree to meet and confer to discuss responsibility for payment of such increases..

ARTICLE 25. RETIREMENT

The City is a contracting agency with the Public Employees' Retirement System of the State of California, to which the City and the employees both contribute. This is carried on in conjunction with Social Security. Participation is mandatory for all full-time City employees.

ARTICLE 26. RETIREMENT BENEFITS

A. CalPERS Retirement Contributions

1. A) G.C. Section 21362.2. The CalPERS Public Safety Officer 3% @ 50 Retirement Plan shall be provided for sworn personnel hired prior to December 9, 2011. Sworn employees under this plan shall pay the full nine percent (9%) of the employee share of CalPERS plus two percent (2%) employer contribution (the 2% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).
- B) G.C. Section 21363.1. The CalPERS Public Safety Officer 3% @ 55 Retirement Plan shall be provided for sworn employees hired between December 9, 2011 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Sworn employees under this plan shall pay the full nine percent (9%) of the employee share of CalPERS plus two percent (2%) employer contribution (the 2% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).
- C) G.C. Section 7522.25. The CalPERS Public Safety Officer 2.7% @ 57 Retirement Plan shall be provided for new sworn employees hired on or after

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 14**

ARTICLE 26. RETIREMENT BENEFITS (continued)

January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 11.5%) of the employee share of CalPERS plus a half percent (0.5%) employer contribution (the 0.5% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).

D) The City will amend the Retirement Contract with PERS to allow the additional cost sharing contribution by the employees (the amounts contributed by employees above the member contribution) to be credited to the employee's CalPERS account and the additional amount will be reported as tax deferred compensation in accordance with IRC 414(h)(2).

2. A) G.C. Section 21354.4. The CalPERS 2.5% at Age 55 Retirement Plan shall be provided for non-sworn employees hired prior to December 21, 2012. Effective July 22, 2011, all non-sworn employees will pay seven of the eight percent employee share of the CalPERS retirement benefit costs. The City will pay the remaining one percent. Upon City Council adoption of the agreement and the completion of the contract amendment with CalPERS, all non-sworn employees shall pay the full eight percent (8%) of the employee share of CalPERS.

B) G.C. Section 21354. The CalPERS 2.0% at Age 55 Retirement Plan shall be provided for non-sworn employees hired between December 21, 2012 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Non-sworn employees under this plan shall pay the full seven percent (7%) of the employee share of CalPERS.

C) G.C. Section 7522.20. The CalPERS 2% @ 62 Retirement Plan shall be provided for new non-sworn employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Non-sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 6.25%) of the employee share of CalPERS.

3. G.C. Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the CalPERS contribution, made by the City, shall be reported to CalPERS as income. The City will be responsible for the increased CalPERS contribution as a result of the reporting change.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 15**

ARTICLE 26. RETIREMENT BENEFITS (continued)

4. G.C. Section 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by CalPERS.
5. A) GC Section 20042. Retirement benefits are based on the highest single year compensation.

B) GC Section 20037. For employees hired on or after December 9, 2011, retirement benefits are based on the highest average annual compensation earnable by a member during three consecutive years of employment.
6. GC Section 20965. Employees will receive credit for unused sick leave.
7. GC Section 21548. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.
8. Effective January 1, 2013, the Public Employee's Pension Reform Act of 2013 (PEPRA) will apply to all sworn and non-sworn employees, as well as for employees transferring from other CalPERS or reciprocal agencies.

B. Retiree Medical

1. Employees who retire from City service will be allowed to purchase medical insurance coverage through the City subject to applicable plan and PEMHCA requirements.
2. GC Section 22892. Effective January 1, 2009, the City's contribution shall be an equal amount for both employees and annuitants, which shall be the statutory minimum contribution amount established by CalPERS on an annual basis.

The City's contribution shall be adjusted annually by the CalPERS Board to reflect any change in the medical care component of the Consumer Price Index, provided that the City is participating in the CalPERS Health Plan.

3. Effective January 1, 2009, the City shall provide a supplemental contribution to employees that are: 1) employed on a full-time basis as of June 30, 2008 and who have been employed with the City on a full-time basis for five (5) years or more at the time of retirement; or 2) employed on a full-time basis after June 30, 2008 and who have been employed by the City on a full-time basis for ten (10) years or more at the time of retirement.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 16**

ARTICLE 26. RETIREMENT BENEFITS (continued)

The supplemental contribution shall be equal to the difference between the minimum contribution amount established by CalPERS as set forth above in Article 26, Section C.3 and the following amounts:

For single annuitant coverage:	\$165.36
For annuitant + 1 dependent:	\$300.81
For annuitant + 2 or more dependents:	\$361.86

ARTICLE 27. EDUCATION

The City shall pay tuition and book fees for all classes leading to an undergraduate or graduate degree in a job-related field at an accredited school/college for all unit employees, upon approval of the Police Chief. Reimbursement for educational costs may be granted for employees participating in non-collegiate job-related continuing education/training courses/programs. Payments for all classes must be approved by the Police Chief in advance. Payments to employees will be made after the employee provides evidence of completion of the course/program with a grade C or better or the course/program is passed when a pass/fail grading system is utilized. Reimbursement shall be limited to \$1,200 per fiscal year and shall apply only to expenses for classes completed during the fiscal year in which the reimbursement is being requested. No carryovers are allowed.

ARTICLE 28. NIGHT DIFFERENTIAL PAY

The City shall pay \$.50 (50 cents) per hour additional wages for each hour worked in a shift that begins at or after 2:00 p.m. Shifts beginning at or after 5:00 a.m. shall be considered day shifts and will not be subject to the differential.

ARTICLE 29. STANDBY STATUS

- A. When placed on "emergency standby" by the Police Chief, or his designee, police employees will be granted one-eighth (1/8) of an hour overtime pay for each hour while on "emergency standby." An employee will be given a minimum of one-half (1/2) hour overtime when placed on "emergency standby." "Emergency standby" is the condition in which the employee is immediately available by telephone or pager to respond to the station for duty.
- B. Police employees subpoenaed to appear in court outside their regularly scheduled working hours will be granted four (4) hours minimum overtime for a morning or afternoon appearance, or actual overtime beyond the four (4)

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 17**

ARTICLE 29. STANDBY STATUS (continued)

hour minimum if their appearance is required in both the morning and afternoon of the same day. If subpoenaed to appear on off-duty hours and notice of cancellation of the subpoena is received prior to twenty-four (24) hours of the time for appearance, no overtime will apply; however, if notice of the cancellation is received within the twenty-four (24) hours prior to the time for appearance, the employee will be granted two (2) hours minimum of overtime.

- C. Sworn full time employees assigned to the investigations function will be placed on standby on a rotational schedule as determined by the Police Chief, or his/her designee. Normally, the standby assignment shall be for a period of one week. The standby assignment and compensation does not apply to employees that are temporarily assigned to assist regularly assigned investigations personnel.

Standby is defined as that circumstance which requires an employee to: 1) be ready to respond immediately to a call for service; 2) be readily available at all hours by telephone or other agreed upon communication equipment; 3) refrain from activities which might impair his/her assigned duties upon call; 4) and remain within a geographical area that provides for a physical response time not to exceed forty-five (45) minutes. The parties agree that employees on standby, as defined in this paragraph, are "waiting to be engaged."

The parties acknowledge that while on standby, employees may have to engage in phone calls or other de minimus response activity. Phone calls or other responses that are beyond de minimus, but do not require the employee to report to duty are compensable time. Employees that physically respond to call outs are entitled to callback pay as defined in Article 17. The parties agree that employees responding while on standby will be given the option to flex their schedules so as to avoid overtime whenever possible.

Sworn full time employees assigned to the investigations function shall receive an additional 2.5% of base salary as compensation for standby assignment.

ARTICLE 30. PAYCHECKS

The City will pay regular checks on a biweekly basis. The paychecks will be provided to the Police Department for distribution to employees by 3:00 p.m. the day prior to the designated payday unless technical difficulties occur which are beyond the control of the City. In any event, paychecks will be provided no later than 5:00 p.m. on the City's designated payday. However, no check may be deposited into a financial institution to be recorded by the issuing bank prior to the date of the designated payday.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 18**

ARTICLE 31. PAYROLL DEDUCTIONS

Requests for changes in and cancellation of Association dues shall be promptly processed by the Association and put into effect by the City at the employee's request. Deductions for dues shall be made twice monthly by the City and remitted to the Association monthly. Requests for deductions shall be made on City-approved authorization cards.

The Association agrees to indemnify and hold the City harmless from any liabilities that may arise as a result of the application of this article.

ARTICLE 32. ANNIVERSARY DATES

All current employee anniversary dates shall be as contained in the current City records. All employees hired after July 1, 1986 shall have an anniversary date the same as date of hire.

ARTICLE 33. USE OF PRIVATE VEHICLE / MILEAGE RATE

No worker shall be required as a condition of obtaining or continuing City employment, to possess or provide a private vehicle for use in connection with his/her City employment. The City shall reimburse employees at the rate established by the City Council for use of personal vehicles when such employees agree to such use upon stated request of the City. Transportation to and from work shall not be reimbursed.

ARTICLE 34. PERSONNEL FILES

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request. The employee may have placed in his/her personnel file any signed and dated statement of clarification or disagreement to any item or article contained within his/her personnel file.

ARTICLE 35. PROBATIONARY PERIOD

All appointments shall be tentative and subject to a probationary period of twelve (12) months. The Police Chief, with the consent of the City Manager, may extend the probationary period for specified cause(s) that shall be provided in writing to an employee. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period. The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 19**

ARTICLE 35. PROBATIONARY PERIOD (continued)

adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Police Chief, with the consent of the City Manager, may release the probationary employee from City employment without cause at any time during the probationary period.

ARTICLE 36. RESIGNATION

An employee wishing to leave his/her employment with the City in good standing shall file with his/her supervisor a written resignation stating the effective date of his/her resignation and the reason for leaving. The resigning individual shall file such written resignation at least two (2) weeks in advance of the effective termination date and participate in an exit interview conducted by the City prior to issuance of the final paycheck.

ARTICLE 37. TRANSFERS

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

ARTICLE 38. PROMOTION

Promotion of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed in the salary range of the new position which would result in at least a five percent (5%) increase in salary compared to the employee's existing salary position. Promotion of the employee may be made with the consent of the City Manager without testing or opening the position for consideration of all non- employees. All current employees shall be given consideration for a position opening that will be filled by promotion. An employee promoted to a new position shall serve a twelve (12) month probationary period in that position. In the event the promoted party is removed from the position to which promoted, the employee shall be considered demoted but shall be returned to the range from which promoted. No change in step shall occur as a result of an employee passing the promoted position probationary period. An employee's promotion date will become their anniversary date for the purposes of performance evaluations and step increases.

ARTICLE 39. TEMPORARY POSITIONS

The Police Chief may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the employee.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 20**

ARTICLE 40. DEMOTION

Transfer of an employee to a lower class shall result in reduction of salary. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion can be made for cause, which shall be provided to the employee in writing by the Police Chief prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Demotion for other reasons is not appealable.

ARTICLE 41. LAYOFF

Whenever, in the judgement of the City, it becomes necessary to make a reduction in force, said reduction whenever possible shall be accomplished through attrition. Workers subject to a reduction in force shall be given at least thirty (30) calendar days' notice prior to the effective date of the layoff. The Association shall receive concurrent notice and may be granted an opportunity to meet and consult with the City to discuss the proposed alternatives to a reduction in force.

When one or more workers performing in the same class in the Police Department are to face a reduction in force, the Police Chief and an AGPOA representative shall confer on the basis on which personnel shall be selected for layoff.

If a laid-off employee's position, or a similar position to which the City determines the former employee is suited, becomes available within nine (9) months of layoff, said former employee shall be recalled. If the job in a lower classification becomes available and a former employee is qualified in the judgement of the City, he/she may be rehired in the lower classification's position opening.

ARTICLE 42. GRIEVANCE PROCEDURE

Purpose:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below:
- B. The purposes of this procedure are:
 - 1. To resolve grievances informally at the lowest level; and
 - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 21**

ARTICLE 42. GRIEVANCE PROCEDURE (continued)

Definitions:

- A. Grievance means "a complaint by an employee concerning the interpretation or application of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor."
- B. As used in this procedure, the term immediate supervisor means "the individual so designated by the Police Chief who assigns, reviews, and directs the work of an employee."

Time Limits:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure; but with the written consent of all parties, the time limitation for any step may be extended.

STEP 1

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within ten (10) calendar days, the immediate supervisor shall give his/her decision or response.

STEP 2

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
 - 1. Thirty (30) calendar days after the event of circumstances occasioning the grievance; or
 - 2. Within ten (10) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is the latter.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 22**

ARTICLE 42. GRIEVANCE PROCEDURE (continued)

- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the person designated by the Police Chief as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution, Department General Order or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within ten (10) calendar days after the initiation of the Step 2 grievance, the first level of appeal person shall investigate the grievance and give his/her decision in writing to the grievant.

STEP 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within ten (10) calendar days to the Police Chief or his/her designated representative. The employee may be represented by a representative of his/her choice.
- B. The Police Chief or his designated representative shall respond in writing within ten (10) calendar days to the grievant. If the Police Chief or his/her designated representative determines it is desirable, he/she may hold a meeting with the grievant and/or his/her representative or otherwise investigate the matter with the objective of resolving the grievance at the lowest possible level. The grievant may decline to participate in the meeting.

STEP 4

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within ten (10) calendar days to the City Manager. The employee may be represented by a representative of his/her choice.
- B. The City Manager shall respond in writing within twenty-eight (28) calendar days to the grievant. If the City Manager or his/her designated representative determines it is desirable, he/she may hold a meeting with the grievant and/or his/her representative or otherwise investigate the matter with the objective of resolving the grievance at the lowest possible level. The grievant may decline to participate in the meeting.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 23**

ARTICLE 42. GRIEVANCE PROCEDURE (continued)

STEP 5

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 4, he/she may, within ten (10) calendar days, invoke the right to have the grievance resolved by binding arbitration.
- B. If the notice from the employee requesting arbitration is endorsed by an authorized Association representative, the Association will bear fifty percent (50%) of the cost of the services of the arbitrator. If the notice is not so endorsed by the Association's representative, then the employee must bear half of the cost of the arbitrator. The City shall be responsible for the remaining fifty percent (50%) of the cost for the services of the arbitrator.
- C. The Association's representative and the City Manager, or his representative, shall meet to select a single, qualified, impartial, local arbitrator; but they may agree to use the services of a state agency or arbitration service if a mutually acceptable local arbitrator is unavailable or if both parties are unable to agree upon an acceptable local arbitrator.
- D. The arbitration shall be convened as soon as is possible after the notice, and the decision of the arbitrator shall be final and binding on all concerned parties.

ARTICLE 43. MANAGEMENT RIGHTS

The City retains all its exclusive rights and authority under State law and City ordinances and expressly and exclusively retains its management rights, which include but are not limited to:

- ◆◆ the exclusive right to determine the mission of its constituent departments, commissions, boards;
- ◆◆ set standards and levels of services;
- ◆◆ determine the procedures and standards of selection for employment and promotions;
- ◆◆ direct its employees;
- ◆◆ determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 24**

ARTICLE 43. MANAGEMENT RIGHTS (continued)

- ◆ ◆ maintain the efficiency of governmental operations;
- ◆ ◆ determine the methods, means, and numbers and kinds of persons by which government operations are to be conducted;
- ◆ ◆ determine methods of financing;
- ◆ ◆ determine style and/or types of City-issued equipment to be used;
- ◆ ◆ determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force, and allocate and assign work by which the City operations are to be conducted;
- ◆ ◆ determine and/or change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the City;
- ◆ ◆ assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- ◆ ◆ establish and modify productivity and performance programs and standards;
- ◆ ◆ discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

The Association recognizes that the City has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievance about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation defined on the Meyers-Milias-Brown Act.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 25**

ARTICLE 44. ASSOCIATION ACTIVITIES

- A. The Association shall provide the Police Chief and City Manager with a list of all authorized AGPOA representatives and the list shall be kept current.
- B. An employee and/or his/her AGPOA representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee.
- C. The Police Chief and City Manager will approve one employee and/or AGPOA representative to take official City time to investigate and process a grievance, when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the City. It is understood that the employee and/or AGPOA representative shall make every reasonable effort to perform any of the above activities on off-duty time.

ARTICLE 45. ASSOCIATION ACCESS TO WORK LOCATIONS

- A. The City agrees that the authorized AGPOA representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Police Chief and City Manager, when to the extent necessary.
- B. The Association shall provide the Police Chief and City Manager with a list of all authorized AGPOA representatives, and the list shall be kept current by the Association.
- C. Upon notification and approval of the City Manager or his/her designee, an authorized AGPOA staff member is permitted to communicate with the employee(s) and/or AGPOA representatives on official City time without said employee(s) and/or AGPOA representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on City time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 26**

ARTICLE 46. ASSOCIATION USE OF CITY FACILITIES

- A. The Association may, with prior approval of the City Manager, be granted the use of City facilities for meetings of Association members, provided space is available. No use fee will be charges.
- B. The City agrees to furnish bulletin board space of reasonable size for posting of AGPOA materials.

ARTICLE 47. ASSOCIATION MEET AND CONFER REPRESENTATION

Three (3) AGPOA representatives shall constitute the maximum number of employees for meet and confer sessions with City representatives on City time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

ARTICLE 48. NO STRIKE/NO LOCKOUT

The Association agrees that during the term of the Memorandum of Understanding, neither the Association or the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The employer agrees that it will not lockout any of its employees during the term of this Memorandum of Understanding.

ARTICLE 49. NONDISCRIMINATION

The City shall pursue a policy of affirmative action, equal opportunity, and equal promotional opportunity for all workers in accordance with applicable law.

No Association member shall be discriminated against by the City because of his/her efforts in carrying out this Memorandum of Understanding or because of political, religious, union or nonunion affiliation of belief, race, color, age, sex, national origin, handicap, marital or military status, or sexual preference; nor shall any members of the Association discriminate against any employee or official of the City based upon the foregoing reasons.

ARTICLE 50. MOU IMPLEMENTATION

Both parties agree that the terms of this Memorandum of Understanding supersede provisions of all other practices, Memorandum of Understanding, resolution, and rules of the City that conflict with provisions of this Agreement.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 27**

ARTICLE 51. MAINTENANCE OF BENEFITS

All benefits enjoyed by unit employees as of July 1, 2016, and any side letter agreements currently in effect or reached after that date, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

Exhibit "A", "B", "C" and "D" are attached and incorporated as part of this Memorandum of Understanding.

ARTICLE 52. POLICY CONFLICTS

The policies and provisions contained herein shall supersede, in all material respects, all conflicting or inconsistent policies and provisions contained in the City of Arroyo Grande Personnel Regulations and the City of Arroyo Grande Administrative Policies and Procedures.

**MEMORANDUM OF UNDERSTANDING - 2016/2017
AGPOA AND CITY OF ARROYO GRANDE
PAGE 28**

**REPRESENTATIVES OF
CITY OF ARROYO GRANDE**

DATE: 08-17-16



**KAREN SISCO
CHIEF NEGOTIATOR**



**DEBORAH MALICOAT
CITY NEGOTIATOR**

**REPRESENTATIVES OF ARROYO
GRANDE POLICE OFFICERS'
ASSOCIATION**

DATE: 08-17-16



**VINCE JOHNSON
CHIEF NEGOTIATOR**



**JEREMY BURNS
NEGOTIATOR, AGPOA**



**JASON CASTILLO
NEGOTIATOR, AGPOA**

CITY OF ARROYO GRANDE
 SWORN 07/01/16
 SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
31	5,076	5,327	5,600	5,877	6,172	Police Officer
32	5,203	5,467	5,736	6,023	6,323	
33	5,331	5,603	5,879	6,174	6,482	
34	5,470	5,740	6,026	6,327	6,645	
35	5,606	5,884	6,177	6,484	6,812	SR. Police Officer
36	5,744	6,029	6,329	6,650	6,981	
37	5,888	6,182	6,488	6,815	7,156	
38	6,032	6,334	6,652	6,983	7,335	
39	6,185	6,492	6,817	7,158	7,517	
40	6,336	6,653	6,987	7,338	7,704	
41	6,497	6,820	7,161	7,523	7,898	Police Sergeant
42	6,659	6,991	7,342	7,707	8,094	
43	6,826	7,168	7,527	7,902	8,297	
44	6,995	7,347	7,716	8,103	8,505	

CITY OF ARROYO GRANDE
NON-SWORN 07/01/16
SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
17	3,517	3,693	3,877	4,071	4,275	
18	3,606	3,786	3,975	4,174	4,383	Records Clerk
19	3,696	3,881	4,075	4,279	4,493	
20	3,789	3,979	4,178	4,387	4,606	
21	3,885	4,080	4,288	4,500	4,723	
22	3,984	4,182	4,393	4,611	4,841	Property Evidence Technician
23	4,084	4,291	4,502	4,726	4,963	
24	4,187	4,397	4,617	4,845	5,089	
25	4,293	4,503	4,727	4,966	5,214	
26	4,399	4,618	4,846	5,090	5,345	
27	4,507	4,732	4,969	5,219	5,480	Police Trainee
28	4,620	4,849	5,092	5,352	5,616	
29	4,737	4,971	5,222	5,483	5,755	
30	4,851	5,095	5,354	5,619	5,901	
31	4,973	5,223	5,487	5,762	6,050	
32	5,103	5,357	5,622	5,904	6,197	
33	5,229	5,491	5,764	6,055	6,355	

CITY OF ARROYO GRANDE
SWORN 08/12/16
SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
31	5,381	5,650	5,932	6,229	6,540	Police Officer
32	5,515	5,791	6,080	6,385	6,704	
33	5,651	5,933	6,230	6,542	6,869	
34	5,798	6,088	6,393	6,712	7,048	
35	5,942	6,239	6,551	6,879	7,223	SR. Police Officer
36	6,089	6,393	6,713	7,048	7,401	
37	6,241	6,553	6,881	7,225	7,586	
38	6,394	6,714	7,049	7,402	7,772	
39	6,556	6,884	7,228	7,590	7,969	
40	6,716	7,052	7,405	7,775	8,164	
41	6,887	7,231	7,593	7,972	8,371	Police Sergeant
42	7,059	7,411	7,782	8,171	8,580	
43	7,236	7,597	7,977	8,376	8,795	
44	7,415	7,785	8,175	8,583	9,013	

CITY OF ARROYO GRANDE
NON-SWORN 08/12/16
SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
17	3,658	3,841	4,033	4,234	4,446	
18	3,750	3,938	4,135	4,341	4,558	Records Clerk
19	3,844	4,036	4,238	4,450	4,672	
20	3,941	4,138	4,344	4,562	4,790	
21	4,040	4,242	4,455	4,677	4,911	
22	4,143	4,351	4,568	4,796	5,036	Property Evidence Technician
23	4,247	4,460	4,683	4,917	5,163	
24	4,354	4,572	4,801	5,041	5,293	
25	4,465	4,688	4,922	5,168	5,427	
26	4,575	4,804	5,044	5,296	5,561	
27	4,687	4,922	5,168	5,426	5,697	Police Trainee
28	4,805	5,045	5,297	5,562	5,840	
29	4,926	5,173	5,431	5,703	5,988	
30	5,045	5,297	5,562	5,840	6,132	
31	5,172	5,431	5,702	5,987	6,287	
32	5,307	5,572	5,851	6,144	6,451	
33	5,438	5,710	5,996	6,295	6,610	