

# City of Gilroy and GPOA

## Tentative Agreement

June 18, 2009

### 1. Furlough

GPOA bargaining unit members will take twelve (12) days (120 hours) of furlough time off without pay during Fiscal Year 2009-10.

To avoid fluctuations in pay amounts, the City will reduce each bargaining unit member's pay by the equivalent of 10 hours (including base pay and all salary-related rollups) per month. For example, an employee who has a base pay of \$43.20 per hour with 7.5% Education incentive and 6.37% Holiday Pay will have his or her base pay reduced by \$491.90 per month

Base Pay	Ed Incentive	Holiday Pay	Hourly Rate	Total
\$43.20	\$3.24	\$2.75	\$49.19	\$491.90

All 120 furlough hours will be credited on July 1, 2009. Furlough hours will be prorated for bargaining unit members hired after July 1, 2009. Furlough hours are not vested and have no cash value. If an employee has used more furlough hours than they have earned at separation, the City will reduce the employee's vacation bank by an equivalent amount prior to cashout. If the separating employee does not have sufficient vacation hours to cover the deficit, the employee's final pay will be reduced by an equivalent number of hours.

Employees must schedule their furlough hours with their supervisor subject to review by the Captain. Furlough hours may be used at any time when they will not result in backfill overtime. Furloughs may be used in increments of less than 10 hours. Denial of use of furlough hours is not grievable.

All furlough hours must be used during Fiscal Year 2009-10. Any unused hours will be forfeited at 11:59 p.m. on June 30, 2010. However, if an employee was unable, through no fault of his or her own, to use all 120 hours during FY 2009-10, the City Administrator may extend the period for using furlough hours by up to 90 days.

### 2. Merit Salary Increases

Merit Salary Increases will be reinstated for the period from March, 2009 through June 2009. Merit Increases will be suspended for Fiscal Year 2009-10. The "Suspension" of step increases means that no bargaining unit member will receive a step increase in Fiscal Year 2009-10 and that any step increase due in Fiscal Year 2009-10 and any subsequent fiscal year will be delayed by twelve months.

For example: An employee moves to "B" Step on January 1, 2009. The employee will receive no step increase in January of 2010 but, assuming the requirements for step

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increase are met, will move to "C" Step on January 1, 2011. Assuming the requirements for a further step increase are met, the employee will move to "D" step on January 1, 2012.

This agreement resolves all pending grievances, meet and confer requests, or other objections to the suspension of Merit Salary Increases in Fiscal Year 2008-09. Any such grievances, requests or objections are hereby withdrawn. GPOA agrees not to support any future grievance, complaint, or other objection to the suspension of Merit Salary Increases in Fiscal Year 2008-09.

**3. Position Eliminations**

The parties understand that the following separations and retirements will occur during fiscal year 2009-10:

- 2 Police Officers will separate on or about July 1, 2009.
- 1 Corporal and 1 Sergeant will retire on or about December 31, 2009.

The City intends to eliminate the foregoing positions upon separation of the employees. GPOA acknowledges that, if the foregoing separations and retirements do not occur as anticipated, layoffs may result.

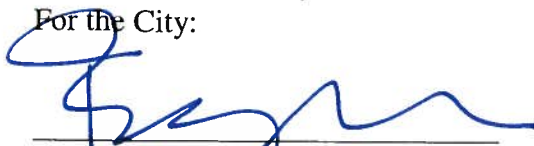
**4. MOU Rollover for 1-year.**

The existing MOU will be extended to June 30, 2010. No other changes will be made to the MOU (including compensation and benefits). Article XI of the MOU will be amended to read:

**TERM**

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

For the City:

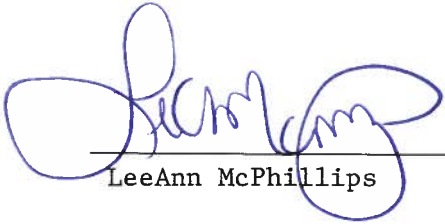
  
\_\_\_\_\_  
Thomas J. Haglund

June \_\_, 2009

\_\_\_\_\_  
Charles Sakai

June \_\_, 2009

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June 18, 2009


  
\_\_\_\_\_  
LeeAnn McPhillips

July 7  
~~June~~ \_\_, 2009

For the Association:

  
\_\_\_\_\_  
Mitch Madruga

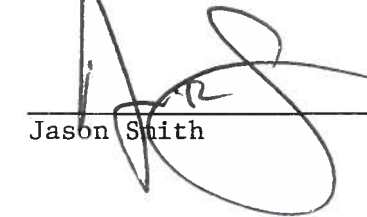
June ~~25~~, 2009

  
\_\_\_\_\_  
Joseph Deras

June \_\_, 2009 July 10, 2009

  
\_\_\_\_\_  
Jeff Roccaforte

JULY 13  
~~June~~ \_\_, 2009

  
\_\_\_\_\_  
Jason Smith

JULY  
~~June~~ 16, 2009

**RESOLUTION NO. 2009-25**

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GILROY  
AND THE GILROY POLICE OFFICERS ASSOCIATION CONTAINING AGREED  
UPON SALARY AND BENEFIT CONCESSIONS**

The City Council of the City of Gilroy hereby resolves as follows:

**WHEREAS**, the City is experiencing revenue losses for a sustained period of multiple years, therefore, revenues are not keeping pace with expenditures; and

**WHEREAS**, the local, state, and national economy is seeing unprecedented economic losses, substantially declining property values, and declining sales tax revenue as consumers curtail spending. As a result, the City has experienced significant revenue losses and expects these losses to continue for multiple years; and

**WHEREAS**, the City has made over \$8.0 million in cuts through spending reductions, a hiring freeze, and layoffs; and

**WHEREAS**, the City requested to meet and confer with all bargaining units, including the Gilroy Police Officers Association (GPOA), in an effort to find solutions to the City's financial situation; and

**WHEREAS**, the Gilroy Police Officers Association (GPOA) agreed to meet and confer and discuss possible cost saving measures; and

**WHEREAS**, the Gilroy Police Officers Association (GPOA) concluded their discussions with the City; and

**WHEREAS**, an Agreement outlining cost saving measures for Gilroy Police Officers Association (GPOA) was ratified by the GPOA membership; and

**WHEREAS**, the Gilroy Police Officers Association (GPOA) has made a contribution of approximately \$1.0 million through concessions from the 59 members; and

**WHEREAS**, details of the Agreement between the City and the Gilroy Police Officers Association (GPOA) are included in Exhibit A to this resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Gilroy approves the Agreement and agrees that the City Administrator has the authority to implement the Agreement and create any necessary administrative procedures for the implementation of the agreed upon salary reduction and furlough time off.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of July, 2009 by the following vote:

**AYES:** COUNCILMEMBERS: ARELLANO, BRACCO, DILLON,  
TUCKER and PINHEIRO

**NOES:** COUNCILMEMBERS: GARTMAN, WOODWARD

**ABSENT:** COUNCILMEMBERS: NONE

APPROVED:

  
\_\_\_\_\_  
Albert Pinheiro, Mayor

ATTEST:

  
\_\_\_\_\_  
Shawna Freels, City Clerk

I, SHAWNA FREELS, City Clerk of the City of Gilroy, do hereby certify that the attached Resolution No. 2009-25 is an original resolution, or true and correct copy of a city resolution, duly adopted by the Council of the City of Gilroy at a regular meeting of said Council held on the 6<sup>th</sup> day of July, 2009, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this 8<sup>th</sup> day of July, 2009.

A handwritten signature in blue ink, appearing to read "Shawna Freels", is written over a horizontal line.

Shawna Freels, CMC  
City Clerk of the City of Gilroy

(Seal)