

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GILROY
AND
THE GILROY POLICE OFFICERS ASSOCIATION,
INC.

July 1, 2018 through June 30, 2022

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TABLE OF CONTENTS

ARTICLE I. - PARTIES TO THE AGREEMENT	1
ARTICLE II. - RECOGNITION AND SCOPE	1
ARTICLE III. - CITY RIGHTS	1
Section A. In General	1
Section B. Rights Enumerated	1
Section C. Employee Rights Not Impaired	2
Section D. Rights of the Association	2
Section E. Employee Orientation	2
ARTICLE IV. - SALARIES AND OTHER COMPENSATION	2
Section A. Salaries	2
Section B. Equity Adjustments	3
Section C. Retirement Contribution	4
Section D. Educational Incentive - Sworn Personnel	5
Section E. Educational Incentive - Non-Sworn Personnel	5
Section F. Master Officer Program	5
Section G. Overtime	8
Section H. Stand-By Pay	9
Section I. FTO Pay	10
Section J. Call Back Pay	10
Section K. Holiday Pay	11
Section L. Bilingual Pay	11
Section M. K-9 and Mounted Unit Compensation	11
Section N. Working out of Classification	12
Section O. Retiree Medical Trust	12
Section P. Retention/Recognition Incent./Health Reimb. Arng... ..	13
Section Q. Differential Calculations	14
ARTICLE V. - INSURANCE PROGRAMS	14
Section A. Medical and Dental Insurance	14
Section B. Life Insurance	15
Section C. Long Term Disability Insurance	15
Section D. Family Medical Leave Act	15
ARTICLE VI. - LEAVES	16
Section A. Vacation	16
Section B. Sick Leave	16
Section C. Sick Leave for Job Connected Injury	17

Section D. Family Sick Leave	17
Section E. Bereavement Leave	18
Section F. Court Duty	18
Section G. Leave of Absence Without Pay	18
Section H. Unauthorized Absences	18
Section I. Pregnancy Leave	19
Section J. Personal Leave	19
Section K. Employee Release Time	19
Section L. Physical Fitness Incentive Program	19

ARTICLE VII. - MISCELLANEOUS	20
Section A. Uniform Allowance	20
Section B. Residency Requirement	20
Section C. Corporal	20
Section D. Training Time	21
Section E. Authorized Deductions	21
Section F. Peace Officers Bill of Rights	21
Section G. Contract Grievance	21
Section H. Administrative Appeals/POBR	24
Section I. Work Schedules	25
Section J. Bulletin Boards	26
Section K. Shift Selection	26
Section L. Substance Abuse Policy	26
Section M. Safety Vests	26
Section N. Probationary Period	26
Section O. Detective/ACT Vehicles	27
Section P. Non-Discrimination	27
Section Q. Rotation of Special Assignments	27
Section R. DMV Pull Notice Program	27
Section S. Lost or Damaged Equipment	27
Section T. Tuition Reimbursement	28
Section U. Payroll Date and Direct Deposit	28
Section V. Labor-Mgt Committee on Workers Comp Carve Out	28
Section W. Realignment of MSO Classification	29

ARTICLE VIII. - PEACEFUL PERFORMANCE	29
---	-----------

ARTICLE IX. - FULL UNDERSTANDING	29
Section A. Full Understanding	29
Section B. Re-Opener for HR Rules and Regulations	29

ARTICLE X. - SAVINGS PROVISION	30
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ARTICLE XI. - TERM	30
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EXHIBITS:

Exhibit A	Salary Table for the Period Beginning July 1, 2018
Exhibit B	Salary Table for the Period Beginning July 1, 2019

Exhibit C	Salary Table for the Period Beginning July 1, 2020
Exhibit D	Salary Table for the Period Beginning July 1, 2021
Exhibit E	Physical Fitness Program Docuemnts
Exhibit F	Record of Counseling Template
Exhibit G	GPD Policy 1029 - Shift Selection
Exhibit H	Substance Abuse Policies
Exhibit I	GPD Policy 706 - Vehicle Use
Exhibit J	GPD Policy 1004 - Promotional and Special Assignment Policy

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF GILROY

AND THE

GILROY POLICE OFFICERS ASSOCIATION, INC.

POLICE UNIT

JULY 1, 2018- JUNE 30, 2022

ARTICLE I. PARTIES TO THE AGREEMENT

This Memorandum of Understanding is jointly prepared and executed by representatives of the CITY of Gilroy hereinafter CITY) and the Gilroy Police Officers ASSOCIATION, Inc. (hereinafter ASSOCIATION) for presentation to, and consideration by, the City Council of CITY.

ARTICLE II. RECOGNITION AND SCOPE

CITY hereby recognizes ASSOCIATION as the recognized employee organization for purposes of Government Code 3500 et seq. and the Employer/Employee relations policy of CITY. Such recognition shall extend only to the representation of employees holding permanent positions in the Police Unit. Wage and benefit changes contained herein apply only to sworn Peace Officer classifications, and the classification of Multi-Service Officer/Detention Services Officer.

ARTICLE III. CITY RIGHTS

Section A: In General:

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

Section B. Rights Enumerated:

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive CITY rights with respect to matters of general legislative or managerial policy which include but are not limited to: the right to determine the mission of its constituent sections; set standards of selection for employment and promotion; train, direct and assign its employees; require overtime work; take disciplinary action, subject to the employees' right to appeal; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of the CITY operations; determine the methods, means and personnel by which CITY operations are to be conducted; determine the content of job classifications; take all

necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organizations and the technology of performing its work. CITY has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

Section C. Employee Rights Not Impaired:

The exercise of CITY management rights shall not preclude grievants from presenting a grievance in accordance with the Human Resources Rules and Regulations, concerning an adverse effect of the exercise of such rights upon him/her; provided, however, the basic right of management to act hereunder or make decisions is unimpaired. Nothing herein shall abridge or impair any rights granted by Government Code Section 3300 et seq.

Section D. Rights of the ASSOCIATION:

This Agreement is not intended to restrict the right of CITY to consult with ASSOCIATION regarding matters within the right of CITY to determine. Nothing herein shall abridge or impair any rights granted to the ASSOCIATION by Government Code Section 3500-3510.

Section E. Employee Orientation

CITY and ASSOCIATION have agreed to maintain the current process for POA involvement in the orientation of new bargaining unit employees. This process includes: Human Resources providing long term disability (LTD) enrollment forms and the Department allowing GPOA approximately 30 minutes during the first week of the department's new hire orientation process.

ARTICLE IV. SALARIES AND OTHER COMPENSATION

Section A. Salaries:

1. Effective the start of the pay period beginning July 1, 2018, the salaries for all bargaining unit members (except those who are Y-rated) shall be increased by three percent (3.0%).
2. Effective the start of the pay period beginning July 1, 2019, the salaries for all bargaining unit members (except those who are Y-rated) shall be increased by three percent (3.0%).
3. Effective the start of the pay period beginning July 1, 2020, the salaries for all bargaining unit members (except those who are Y-rated) shall be increased by three percent (3.0%).

4. Effective the start of the pay period beginning July 1, 2021, the salaries for all bargaining unit members (except those who are Y-rated) shall be increased by three percent (3.0%).
5. Note: if the effective date for a raise or equity adjustment falls on a date which is not the beginning of a pay period (e.g., once the biweekly payroll is implemented), the effective date shall be moved to the beginning of the first full pay period which is closest to the identified date (e.g., if the pay period starts on June 28, the pay raise will be effective June 28).

Section B.

Equity Adjustments:

1. Effective the start of the pay period beginning July 1, 2018, the salaries for all bargaining unit members (except those who are Y-rated) shall be further increased by a one percent (1.0%) Equity Adjustment. (Exhibit A incorporates both Salary and Equity Adjustments).
2. Effective the start of the pay period beginning July 1, 2019, the salaries for all bargaining unit members (except those who are Y-rated) shall be further increased by a one percent (1.0%) Equity Adjustment. (Exhibit B incorporates both Salary and Equity Adjustments).
3. Effective the start of the pay period beginning July 1, 2020, the salaries for all bargaining unit members (except those who are Y-rated) shall be further increased by a one percent (1.0%) Equity Adjustment. (Exhibit C incorporates both Salary and Equity Adjustments).
4. Effective the start of the pay period following July 1, 2021, the salaries for all bargaining unit members (except those who are Y-rated) shall be further increased by a one percent (1.0%) Equity Adjustment. (Exhibit D incorporates both Salary and Equity Adjustments).
5. Note: if the effective date for a raise or equity adjustment falls on a date which is not the beginning of a pay period (e.g., once the biweekly payroll is implemented), the effective date shall be moved to the beginning of the first full pay period which is closest to the identified date (e.g., if the pay period starts on June 28, the pay raise will be effective June 28).

Police Safety CalPERS Group:**• Tier One – Police Safety Employees Hired Prior to January 6, 2011**

The city shall provide the 3% at 50 CalPERS retirement plan (Government Code Section 21363.1) for GPOA employees in the Police Safety CalPERS Category that were hired to a full-time Police Safety position with the city of Gilroy prior to January 6, 2011. Effective July 1, 2013, the employee shall pay the nine (9%) employee contribution as a pre-tax payroll deduction pursuant to IRC 414(h)(2). The plan shall include:

- One (1) year Final Compensation - pursuant to CA Government Code Section 20042
- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

• Tier 2 – Police Safety Employees Hired On or After January 6, 2011, but Prior to January 1, 2013 and Classic Members Hired On or After January 1, 2013

The city shall provide the 2% at 50 CalPERS retirement plan for GPOA employees in the Police Safety CalPERS category that were hired to a full-time Police Safety position with the city of Gilroy on or after January 6, 2011, but prior to January 1, 2013 OR to employees hired to a full-time position on or after January 1, 2013 who are categorized as a “classic” member of CalPERS. The employee shall pay a nine (9%) employee contribution as a pre-tax payroll deduction pursuant to IRC 414(h)(2). The plan shall include:

- One (1) year Final Compensation - pursuant to CA Government Code Section 20042
- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

• Tier 3 – Police Safety Employees Hired On or After January 1, 2013 Categorized as New CalPERS Members

The city shall provide the 2.7% at 57 CalPERS retirement plan for GPOA employees in the Police Safety CalPERS category that were hired to a full-time Police Safety position with the city of Gilroy on or after January 1, 2013 who are categorized as a “new” member of CalPERS. Employees in this category shall have a pre-tax payroll deduction for 50% of the total normal cost of the plan as identified annually by CalPERS. This employee payroll deduction amount may change from year to year as required by PEPR. Three year average final compensation is included with this formula. The plan shall include:

- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

For example, effective July 1, 2014, GPOA employees categorized as a "new" member of CalPERS have a pre-tax payroll deduction of 12% which is 50% of the total normal cost of the plan as identified by CalPERS.

Section D. Educational Incentive-Sworn Personnel:

Educational incentive pay shall be provided as follows:

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

Section E. Educational Incentive - Non-Sworn Personnel:

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

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

Section F. Master Officer Program:

1. Bargaining unit members who meet the following requirements shall receive a 5% Master Officer pay differential (5% of base pay only) in lieu of specialty pays.
2. Initial Program Requirements for any employee in this Unit wishing to join the Master Officer Program.
 - a. Ten (10) years with Gilroy Police Department (GPD). Up to five (5) years of the ten (10) year full-time classification requirement may be met by the employee having held full-time employment in the same classification with another law

enforcement agency. The lateral time must be in the same classification the employee holds with Gilroy Police Department.

b. Nine (9) years in designated specialties with GPD.

- (1) Must have at least one (1) year each in at least three (3) different specialties. MSO's may qualify with two (2) different specialties.
- (2) Specialty assignments must be at least one year in length to initially qualify. Thereafter, partial years may count toward requalification.
- (3) "Full time" specialties count one year per year of time in specialty. Officers hired in as a lateral officer may count one full-time specialty from their prior law enforcement agency subject to the review and acceptance by the city at the city's sole discretion. Lateral officers will be required to submit written documentation for the City's consideration.
- (4) "Half time" specialties count one-half of year per year of time in specialty.
- (5) "Quarter time" specialties count one-quarter of year per year of time actively serving as an instructor in one or more of the areas noted below.
- (6) Three (3) years of qualifying time must be full-time specialties (per the list below). The City, at its sole discretion, may consider an application for Master Officer with less than three years in full-time specialties when the employee's participation in the full-time specialty assignment ends prior to three years as a result of budget reductions causing the specialty assignment to be eliminated.
- (7) Employee can simultaneously perform up to three (3) specialties.
- (8) Supervisors coordinating specialty units who are also members of those specialty units get credit for being a member of the specialty, or for being the coordinator, but not for both simultaneously.

3. Qualifying Specialties:

a. Full Time

- (1) Traffic
- (2) Detectives
- (3) SCCSET, RATTF, REACT, DEA, AB 109, or other full-time task force position
- (4) Canine
- (5) School Resource Officer (SRO)
- (6) Administration Sergeant (Internal Affairs, PIO, etc.)
- (7) ACT
- (8) FTO (not including Corporal)

Note: Employees who have at least one year as a Corporal prior to 7/1/06 may use one year of Corporal time as FTO time for Master Officer Program purposes.

b. Half Time

- (1) CIRT (SOG & HNT)
- (2) CSI
- (3) Arson

- (4) MAIT
- (5) Firearms Instructor
- (6) Defensive Tactics/Less Lethal Instructor
- (7) Specialty Assignment Coordinators (including, but not limited to, Reserves, MSO, CSI, FTO, etc.)
- (8) Mounted Unit
- (9) Honor Guard
- (10) Drug Recognition Expert
- (11) Electronic Forensic Examiner

c. Quarter Time

- (1) First Aid/CPR Instructor
- (2) Driving Instructor
- (3) Explorer Advisor
- (4) Critical Incident Stress Debrief (CISD) Team Member
- (5) Parent Project Instructor
- (6) Fitness Program Coordinator
- (7) Homeless Liaison Officer
- (8) Specialty Assignment Coordinator (Bike Team, Dual Sport)
- (9) SCC Crowd Control Task Force

4. Application Process:

- a. Employee must submit application with appropriate backup information documenting their qualifications.
- b. Employees are responsible for maintaining their qualifications and for providing written proof of compliance to Police Administration.

5. Timeline for Submission of Master Officer Documentation.

- a. Master Officer Pay starts the first of the month following submission (of a complete packet) and approval of the Master Officer qualification packet provided that the packet is submitted to Field Operations Captain by the 15th of the prior month.

6. The number and type of specialty assignments (full-time or collateral) shall remain at the discretion of the Chief of Police.

7. Per General Order 5.4, specialty assignments (full-time and collateral) shall continue to be one year and may be extended by the Chief of Police for an additional one year period to a maximum of five years. No maximum tenure for collateral, part-time assignments as listed in GO 5.4.

8. Maintenance of Master Officer Status and Related Pay. In order for an employee to maintain their Master Officer Status and Related Pay once they have originally qualified, Master Officers must complete a. **AND** b. below:

- a. Starting January 1, 2007, every three years, complete at least one "update class" (at least 24 hours) in a "qualifying specialty" (i.e., a specialty which the employee used to qualify for Master Officer status). The 24 hour requirement does not need to be at the same class or at the same time.

- b. Every five years, complete at least one full year in any qualifying specialty. Employees may count time in half time and quarter time specialties, however, the time must total a full year, i.e. employee must complete two years in an assignment that is in the half time category and four years in an assignment that is in the quarter time category.
9. Re-Institution of Master Officer Pay. In order to have Master Officer Pay re-instituted, the employee must complete both a. **AND** b. below:
- a. Completion of an "update class" (at least 24 hours) in a "qualifying specialty" (i.e., a specialty which the employee used to qualify for Master Officer status).
 - b. Completion of a full year in any qualifying specialty. Employees may count time in half time and quarter time specialties, however, the time must total a full year, i.e. employee must complete two years in an assignment that is in the half time category and four years in an assignment that is in the quarter time category.
 - c. Master Officer Pay will be re-instituted effective the July 1 or January 1 following the successful completion of the requirement noted above.

Section G. Overtime:

1. Overtime shall apply as follows:
 - a. For employees working a 4-10 schedule, overtime compensation at the rate of time and one half (1.5) will be paid for hours worked in excess of ten (10) hours per day and/or forty (40) hours per week.
 - b. For employees working a 3-12.5 schedule, overtime compensation at the rate of time and one half (1.5) will be paid for hours worked in excess of one-hundred and sixty (160) hours in the twenty-eight (28) day FLSA 7K work schedule identified in Section III. F. of the City of Gilroy HR Rules and Regulations.
 - c. Paid time off shall count as hours worked for overtime calculation purposes. Therefore, unless an employee takes unpaid leave, any time worked outside of an employee's regular work schedule will normally result in overtime.
2. All employees covered by this Memorandum of Understanding (sworn and non-sworn) shall have the option of earning compensatory time off at time-and-one-half (1.5) in lieu of cash payment. All employees, except those assigned to SCCSET, shall have the option of accruing a maximum of eighty (80) hours. Bargaining unit members assigned to SCCSET may accrue up to two hundred (200) hours of compensatory time off. Bargaining unit members are responsible for reducing their compensatory time off banks to eighty (80) hours before leaving SCCSET.
3. Effective immediately, compensatory time off shall not be available for voluntary outside work assignments. For the purposes of this section, the term "outside assignment" means overtime that is work at special events where the event's sponsor reimburses the City for its overtime expenses.
4. Employees receiving phone calls at home shall be compensated at a minimum of one (1) hour of straight time. Additional calls made within the same hour will not be entitled to any additional compensation. Supervisory approval should be obtained prior to making a business related phone call to an employee at home.

Excluded from any compensation for phone calls at home are calls to correct employee errors or omissions that need immediate attention, court cancellations, calls to work, courtesy calls and special detail calls (including notification calls to supervisors of specialized units).

5. Prescheduled non-emergency overtime shall be scheduled with at least 3 positions for regular full-time officers for each reserve officer position. One person assignments may be staffed by reserves if a reserve officer is the next person in the rotation. If a sufficient number of regular officers have not signed up for events within One Hundred and Sixty Eight (168) hours of the assignment, the available slot(s) may be opened to reserves.

Notwithstanding the above; the "Portuguese Parade" may be staffed entirely with Reserve officers.

Pre-scheduled non-emergency overtime not filled pursuant to Section 4 above, shall be filled through mandatory assignment of regular officers not less than One Hundred and Twenty (120) Hours prior to the assignment. Assignments will be made by reverse seniority.

6. The City has identified a potential issue involving constructive receipt tied to an employee's choice to earn compensatory time off instead of cash for overtime work. The POA is currently requesting a legal opinion on that topic. GPOA will notify the City no later than September 1, 2018 if its legal counsel disagrees with the opinion of the City's legal counsel. In that event, the parties agree to meet and confer over ways to address the City's concern.

If the GPOA does not so notify the City on or before September 1, 2018, employees will be required to make an irrevocable advance election in writing once a year, before December 31, to cash out all or a portion of the compensatory time off that will be earned in the following calendar year (January 1 – December 31). Such payment is subject to the approval of the Department. Payment will be made at the last possible payroll date during the calendar year in which the compensatory time accrues, but in no circumstances past December 31 of such calendar year.

Section H. Stand-By Pay:

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

Employees assigned to standby shall:

1. Be reachable by telephone or vehicle radio;
2. Be ready to respond immediately to calls for service or court;
3. Remain a reasonable distance from the police station or court; and
4. Refrain from the use of intoxicants which might impair the ability of the officer to perform assigned duties.

5. The employee must confirm stand-by status daily and be placed on stand-by each individual business day by calling GPD's subpoena Police Records Technician or by calling the Deputy District Attorney that is handling the specific court case.

Section I. FTO Pay:

Employees in the classification of Police Officer who are formally assigned by the Department as Field Training Officers shall receive FTO pay of five (5%) percent during the hours they are actually assigned a trainee (including reserve trainees). This five percent (5%) FTO pay shall also be included for any overtime worked as a FTO. Due to the difficulty in tracking FTO overtime rates in the compensation bank described in Section F (Overtime) of this MOU, FTO overtime will be paid in the payroll cycle in which it is accrued, and cannot be placed in the compensation bank.

Section J. Call Back Pay:

1. Employees called back to work shall receive a minimum of three (3) hours compensation, calculated at time one one-half (1.5). Call back, including court appearances, is defined as any time at court or work that does not continue into or continue after regular duty time.
2. Paragraph (1.) above is not intended to apply to phone calls, including telephonic court appearances.
 - a. Employees making telephonic court appearances that do not continue into or continue after regular duty time shall receive a minimum of one and one-half (1.5) hours of compensation, calculated at time and one-half. Compensation for telephonic court appearances includes preparation time and waiting time.
 - b. Employees receiving phone calls at home shall be compensated at a minimum of one (1) hour of straight time. Additional calls made within the same hour will not be entitled to any additional compensation. Supervisory approval should be obtained prior to making a business related phone call to an employee at home. Excluded from any compensation for phone calls at home are calls to correct employee errors or omissions that need immediate attention, court cancellations, calls to work, courtesy calls and special detail calls (including notification calls to supervisors of specialized units).
3. In interpreting this section:
 - a. Any scheduled event/meeting occurring within thirty (30) minutes of the end of an employees shift will be assumed to be a continuation of regular duty time.
 - b. Any unscheduled event occurring after the employee has physically left work will be considered callback unless the Department has held the employee over.

- c. The City has the option of holding over employees in lieu of call back for any length of time upon notification to the employee prior to the event/meeting.
- d. If an employee is called back and any of the 3 hour minimum overlaps into the start of their regular shift, then the employee is paid OT for the exact amount of time actually worked prior to the start of their regular shift. For example: if an employee starts work at 1600 hours, has court at 1400 hours and is done at 1500 hours; they are free to leave (it is not the practice nor intent of the department to hold an employee over for the remaining time, if any) and be paid (and covered under workers' compensation) until they start work at 1600 hours.

Section K. Holiday Pay:

Holiday pay shall be paid at the rate of 6.37% of base pay.

Section L. Bilingual Pay:

Employees who demonstrate the ability to effectively communicate in both Spanish and English shall receive an additional five (5%) percent of their respective base salaries. Employees speaking languages other than Spanish, for which there is a demonstrated need and the employee regularly utilizes in the performance of his/her duties shall also be paid the bilingual differential upon the approval of the Chief of Police.

Section M. K-9 and Mounted Unit Compensation:

The city reserves the right to evaluate the animals associated with these assignments every ninety (90) days to ensure they are trained and/or deployable. If animals are not trained and/or deployable, the city reserves the right to evaluate the situation and may cause removal from the specialty assignment.

K-9

Employees assigned to K-9 duties shall be paid for the care, feeding, exercise, transport and maintenance grooming of the canines. The City and the Association have considered the time that canine officers typically spend on canine care, and determined it to be four (4) additional hours per week. Canine Officers shall be paid four (4) hours per week of overtime (time and one-half) based on an hourly rate of \$16.21/hour. This compensation will be paid with the City's regular monthly payroll cycle in an amount of 17.33 hours per month ($17.33 \times 12/52 = 4$). Time spent caring for the canine is considered part of the employee's normal work hours and part of required duties. It is the intent and understanding of the parties that this pay meets the definition of special compensation under 2 CCR 571.

Payroll Note: This is the equivalent of 26 hours (17.33×1.5) at the straight time rate of \$16.21/hour each month (\$421.38).

Mounted

Employees assigned to the Mounted Unit Program shall receive an additional four (4) hours per week of overtime (time and one-half) based on an hourly rate of \$16.21/hour. This compensation will be paid with the City's regular monthly payroll cycle in an amount of 17.33 hours per month ($17.33 \times 12/52 = 4$). This compensation is mutually acknowledged to cover the time required to care for, train, feed, etc. the employee's assigned horse. Time spent caring for the horse is considered part of the employee's normal work hours and part of required duties. It is the intent and understanding of the parties that this pay meets the definition of special compensation under 2 CCR 571.

Payroll Note: This is the equivalent of 26 hours (17.33×1.5) at the straight time rate of \$16.21/hour each month (\$421.38).

Section N. Working Out Of Classification:

Employees assigned by the Chief of Police, or his/her designee, to work as an acting Corporal or acting Sergeant shall be paid at the lowest salary step in the higher range providing a minimum of five (5%) percent increase for each full shift worked.

In accordance with Government Code 20480, an employee assigned to work in an out-of-class appointment may not exceed 960 hours worked in the appointment within a fiscal year if the employee is appointed to an upgraded or higher classification that is vacant during a recruitment for a permanent appointment. This limitation does not apply to a position that is temporarily unavailable due to a leave of absence.

Section O. Retiree Medical Trust:

The Association intends to join the PORAC Retiree Medical Trust (Trust), the sole purpose of which is to provide funding for medical expenses and health insurance costs for eligible retirees or qualified family members of eligible retirees as established by the Trust. Participation in the Trust shall be the complete and sole responsibility of the Association. The City shall not have any involvement in the Trust's design, its administration, or in the benefits paid; nor shall the City have any responsibility for any actions of the Trust or its trustees or of Association with respect to the Trust. The Association will indemnify, defend and hold harmless the City, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust.

In lieu of continuing the additional personal leave hours in section VI. J, effective July 1, 2018 and for the term of this agreement, City will contribute \$150 per month on behalf of each bargaining unit member, in one aggregate check, to the Trust, which will include a report on the employees covered by the aggregate contribution. If the Trust is not established by July 1, 2018, the City's Trust contribution will be retroactive.

The Association shall have the option, during the life of this agreement, to establish a mandatory employee contribution to the Trust including, but not limited to, an active employee contribution and/or a percentage of accrued vacation at retirement. The Association will notify the City at least thirty (30) days prior to the beginning of any mandatory employee contributions, and the City will transfer that amount to the Trust in one aggregate check. Future changes to the mandatory employee contribution amount will occur at the start of a calendar year and POA will notify the Human Resources Department of the new contribution rate at least thirty (30) days prior to changing the mandatory employee contributions.

The parties recognize the complexity of maintaining both the Trust and the Retention/Recognition Program and agree that successor MOU negotiations will include negotiations over continued contributions to the Trust and the potential transition from the Retention/Recognition Program to the Trust.

Section P. Retention/Recognition Incentive/Health Reimbursement Arrangement:

1. Retiree Allowance – Eligibility, Amount and Timing

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

- Is at least fifty years old.
- Has retired from service with the City through CalPERS on or after July 1, 2001. An individual is deemed to be retired from service with the City if his or her effective retirement date is within 120 days of separation from employment with the City and he or she is receiving a retirement allowance from CalPERS resulting from the individual's service to the City.
- Has rendered services to the City for at least fifteen (15) years.
- A Unit employee retiring on or after July 1, 2014, must elect to participate in the City's retiree health reimbursement arrangement.

The "Monthly Allowance" shall be equal to \$15 for each year of service with the City of Gilroy up to a maximum monthly allowance of \$300.

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

2. Eligible Retirees On or After July 1, 2014

The Monthly Allowance for any Unit employee that qualifies as an Eligible Retiree on or after July 1, 2014, including City employees hired or rehired on or after January 1, 2013, shall be made available to the Eligible Retiree under the City's retiree only health reimbursement arrangement ("Plan") for the purpose of receiving

nontaxable reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code.

A condition to receiving the Monthly Allowance and participating in the Plan is the submission of an election form to participate in the Plan. An Eligible Retiree retiring on or after July 1, 2014, that does not elect to participate in the Plan will forfeit the Monthly Allowance. Reimbursements from the Plan shall be subject to substantiation that the Eligible Retiree incurred eligible expenses.

Section Q. Differential Calculations:

Effective the first of the month following final MOU approval, all differential pays, including educational incentive pay, bilingual pay, holiday pay, Master Officer pay, etc., shall be calculated on base pay on an individual basis with no compounding.

For example:

- Education Pay = Base x Education Incentive Pay %
- Holiday Pay = Base x Holiday Pay %
- Bilingual Pay = Base x Bilingual Pay %

ARTICLE V. INSURANCE PROGRAMS

Section A. Medical and Dental Insurance:

1. The City shall provide a cafeteria program dollar contribution for each GPOA employee. The cafeteria plan contribution amount is established as of January 1, 2018 as the plan year for health plan coverage is the calendar year. The City cafeteria contribution amount shall increase by 5% each January 1 of the MOU using the January 1, 2018 amount as the baseline starting point. Any health plan rate increases in excess of the annual City contribution amount each year shall be paid by the employee.

The baseline monthly city cafeteria plan contribution amounts effective as of January 1, 2018 are:

Employee Only	\$833.47
Employee + 1	\$1,642.90
Employee + 2 or more	\$2,095.13

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

3. The contribution amount that the employee qualifies to receive is based upon the number of individuals that the employee enrolls in a medical plan.
4. The employee may purchase other insurance benefits with any remaining contribution amount or through payroll deduction. Some of these benefits may be eligible for a pre-tax deduction. . If there is a surplus, the employee will receive a cash payment for 100% of the surplus contribution (this is taxable income). The employee may not waive dental insurance under this provision. The employee must enroll himself or herself, along with qualifying dependents, in the Dental plan.
5. The employee may waive medical coverage under this program and enroll in dental insurance provided they show proof of other medical insurance coverage. If the employee waives medical insurance, pursuant to the *Flores v. City of San Gabriel* case, the City includes this "cash in lieu" payment as part of the regular rate of pay for calculating FLSA overtime premiums. The City will cease including "cash in lieu" as part of the regular rate in the event that it is no longer legally required to do so.
6. Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over the impact of the Affordable Care Act upon request of either party. Negotiations between the parties shall commence within 14 days upon notice of either party. The parties shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

Section B.

Life Insurance:

The City shall continue to provide a \$5,000 Life Insurance Policy for Non-Sworn Unit members and a \$15,000 Life Insurance Policy for Sworn Unit members for the term of this agreement.

Section C.

Long Term Disability Insurance:

The City shall contribute up to thirty-five dollars (\$35.00) per employee per month toward the Long Term Disability Insurance Program currently offered through the Association for unit members. The premiums paid by the city on behalf of the members will be considered taxable income so that any benefits received by the member are non-taxable.

Section D.

Family Medical Leave Act:

Employees on leave under the Family Medical Leave Act will receive insurance benefits in the same manner that contributions would have been made for the employee if not on FMLA Leave. Employees are required to make any required contributions even if on unpaid leave.

ARTICLE VI. LEAVES

Section A. Vacation:

Full time employee shall accrue vacation as follows:

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

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

Vacation is granted for the purpose of it being taken annually. However, with approval of the Department Head concerned, an employee may opt to accrue up to two (2) years vacation leave for an extended vacation. Effective January 1, 2017, employees at or above the maximum balance will no longer accrue vacation time until such time that the employee's vacation balance drops below the maximum balance allowed.

Vacation time shall accrue while the employee is on paid leave. An employee falling ill or incurring injury while on vacation may terminate that vacation and convert to sick leave or leave without pay upon submission of written notice detailing the reasons therefore and upon approval of the CITY Administrator.

An employee of the CITY for one (1) year or more shall, upon termination, receive payment for all accrued unused vacation time. No employee shall receive payment in lieu of vacation while remaining in CITY service.

Section B. Sick Leave:

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

Employees who have been on sick leave for three (3) or more consecutive work days may be required to present a written verification of inability to work signed by a treating physician or other health care provider to their immediate supervisor upon returning to work. In addition, a supervisor may require a health care provider's verification upon return to work if the supervisor has a reasonable belief that the employee has used sick leave for any reason other than those listed in Sections VII.A.2 and VII.A.2a of the City's Human Resources Rules and Regulations. The supervisor must request the sick leave verification prior to the employee's return to work. Employees will use sick leave time to procure the health care provider's verification and will be responsible for any payment required for the verification.

The City will investigate allegations of sick leave or medical appointment abuse prior to imposing discipline pursuant to Section VII.A.2.e of the City's Human Resources Rules and Regulations.

Section C.

Sick Leave For Job Connected Injury:

An employee's sick leave will be affected when he/she is injured on the job and is unable to work as follows:

1. Employees who qualify for worker's compensation benefits under Labor Code 4850 shall be provided benefits consistent with California state law.
2. All other employees will be allowed thirty (30) calendar days industrial injury/illness leave before any deduction from accumulated sick leave, if any.
3. If an employee receives a workers compensation check for LC 4850 type benefits, the employee is required to deposit the check with Human Resources as soon as possible.
4. When industrial injury/illness leave is exhausted, the employee can receive either the Workers Compensation benefits and the difference equal to full pay with appropriate deductions from accumulated sick leave or full pay with appropriate deductions from accumulated sick leave and deposit the Workers Compensation with the CITY.
5. Upon depletion of the sick leave, and/or other benefits available, the employee will receive the Workers Compensation benefit and be placed upon a Leave of Absence without pay.
6. The following procedures are required in order to ensure that medical bills arising from a work-related illness or injury are paid by the Workers Compensation insurance carrier:
 - a. When an employee is injured or is taken ill on the job, get medical attention as needed. The employee should arrive at the medical facility/physical with a Medical Service Order. These are available in every department. If the employee presents the proper authenticated form to the medical facility, the facility will send the bill to the insurance carrier rather than to the employee or the CITY.
 - b. The department concerned should send an Accident Report to the Human Resources Department within one working day of the incident. It is from this document that the Employer's Report is prepared for the insurance carrier, so both speed and accuracy are essential.
 - c. The Human Resources Department will, within two (2) working days of receipt of the Accident Report, submit the Employer's Report to the insurance carrier.

Section D.

Family Sick Leave:

An employee may be granted family sick leave by the Department Head up to, but not to exceed, fifty (50) hours per fiscal year to care for sick dependents. Dependents will include spouse, children, or other relatives presently living with the

employee. The employee is given the option of deducting this leave from either his/her accumulated sick leave or his/her earned vacation. Per California State Law, the City shall designate half of an employee's annual sick leave accrual for family sick leave. Therefore, family sick leave is currently capped at 50 hours per fiscal year.

Section E. Bereavement Leave:

Employees may take up to three (3) days of bereavement leave for the death of immediate family members, per occurrence.

For the purpose of this section, immediate family is defined as: Grandmother, Grandfather, Mother, Father, Step-Mother, Step-Father, Mother-in-Law, Father-in-Law, Brother, Sister, Step-Brother, Step-Sister, Husband, Wife, Domestic Partner, Natural Born Child, Adopted Child, and/or Step-Child.

Leave may also be granted in the case of the death of others with whom the employee has a significant relationship. Such leave shall be granted in the sole discretion of the CITY Administrator, without any right to appeal.

Section F. Court Duty:

An employee summoned for jury duty will be excused from work but must present written proof of the jury duty to his/her supervisor with a copy to the Human Resources Director. The summoned employee shall have a choice of receiving full pay while on jury duty and reimbursing the CITY for any jury duty compensation received, or he/she may keep the jury duty compensation and not receive CITY pay for the time away from work. The above jury duty compensation reimbursable to the CITY does not include travel, meals, or lodging.

Section G. Leave of Absence Without Pay:

A leave of absence without pay may be granted to an employee who is required by medical authorities to extend sick leave or finds it necessary to extend vacation leave beyond accumulated benefits. Said leave will constitute a break in service and must be recommended by the appropriate department head and approved by the CITY Administrator.

The employee on a leave of absence without pay may continue medical and life insurance upon his/her payment of all premiums. Uniform allowance, auto allowance, retirement credit, seniority in the pay plan, sick leave credit, vacation credit and other fringe benefit credits shall not accumulate during the leave of absence. Accumulated seniority prior to the leave of absence will not be lost.

Section H. Unauthorized Absences:

Absence without justifiable reason for three (3) consecutive working days shall constitute automatic resignation (see Human Resources Rules and Regulations).

Section I. Pregnancy Leave:

A female employee will be granted leave for pregnancy involving miscarriage, childbirth, or recovery therefrom. A leave with pay will be governed by accumulated sick leave and/or vacation benefits. A leave without pay will be governed by the section "Leave of Absence Without Pay" (see Section VI). Said leave will be for a reasonable length of time not to exceed 120 calendar days. Other employees will be granted leave to care for dependents as set forth in emergency leave (see Section VI).

Section J. Personal Leave:

Each employee will be granted Personal Leave annually. Employees will accrue personal leave at a rate of 1.67 hours per month. However, the full amount of leave is credited and available to the employee on July 1 of each year; or in a pro-rated amount for employees hired after July 1. Except for an employee who honorably retires directly from City of Gilroy service, in the event an employee leaves City service after using more Personal Leave than he or she has earned, the City will deduct the overage from vacation or CTO prior to pay out. Personal Leave is not cumulative.

The amount of Personal Leave authorized is 20 hours per fiscal year. Personal leave days must be used in the fiscal year they are earned and all unused hours will be forfeited. Personal leave days/hours cannot be used if overtime would be needed to cover the absence.

Section K. Employee Release Time:

1. ASSOCIATION Officers (maximum of 5) shall be allowed to utilize a cumulative total of one hundred and twenty (120) hours per year of release time for ASSOCIATION business and attendance of ASSOCIATION related functions including, but not limited to meetings, seminars and schools. Release time shall be granted subject to minimum requirements of the Department and is subject to Department Head and/or CITY Administrator approval.
2. Association Representatives who are scheduled to work between the hours of 5:00 pm and 7:40 am shall be released from duty at least 8 hours prior to any scheduled meetings with the City/Department representatives concerning matters within the scope of representation. When the meeting is a formal meet and confer session regarding the negotiation of an MOU, such release time shall not be charged to the one hundred and twenty (120) hours time bank described in paragraph 1 above.

Section L. Physical Fitness Incentive Program:

Employees may be granted up to twenty (20) hours of Fitness Leave Time every six months based upon their performance with a physical fitness assessment as documented in Exhibit E - Physical Fitness Incentive Program. The awarded time will be held in a separate leave bank with a maximum accrual of forty (40) hours.

ARTICLE VII.

MISCELLANEOUS

Section A. Uniform Allowance:

Uniformed members of the Police Department shall receive:

- a. Initial uniform allowance of \$575.
- b. Sworn personnel shall receive \$116.67 per month.
- c. Non-Sworn personnel shall receive \$77.75 per month.
- d. For fiscal year 2018-19, uniform allowance will be paid in a lump sum, paid between the First and the Fifteenth of July. Beginning July, 2019, uniform allowance will be paid on a monthly basis.
- e. All listed amounts may be converted to bi-weekly amounts upon implementation of the new payroll system.
- f. CITY will furnish badge and safety equipment.
- g. Employees hereafter assigned to the Special Operations Group (SOG) shall receive a one-time Two Hundred (\$200.00) dollar payment in recognition of the additional uniform/equipment requirements.
- h. Employees hereafter assigned to the Hostage Negotiations Team (HNT) shall receive a one-time One Hundred Fifty (\$150.00) dollar payment in recognition of the additional uniform/equipment requirements.

Section B. Residency Requirement:

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

Section C. Corporal:

Corporal shall be a permanent classification. The CITY may appoint Corporals from either a Sergeants list or a Corporals list.

If a Corporals list is in effect, however, it shall be used until it has expired under the CITY's Rules.

Section D. Training Time:

1. When an employee is assigned to a training course away from home, the location of the training course shall be determined as the employee's work location for the period of training involved. Overtime will be paid only if classroom time exceeds the designated work schedule. For example, in the event that the class is twenty-four (24) hours and the class hours are unequally distributed over three (3) work days, no overtime will be paid unless the total classroom hours exceed twenty four (24) hours.
2. When an employee attends training, his/her schedule during the time of training shall be considered an eight (8) hour workday and the Department may alter the employee's regularly scheduled days off to provide in-lieu days off if the training attended is on a regularly scheduled day off. When an employee attends a 40 hour, 5 day school or more, he/she will be considered to be on an 8-hour workday schedule and shall be entitled to two (2) days off that week and the employees work schedule shall be automatically adjusted.

Section E. Authorized Deductions:

The CITY agrees to deduct from the wages of its employees initiation fees and dues, and to transmit such monies to the financial secretary of the ASSOCIATION. An employee desiring to have such deductions made shall sign a proper assignment form conforming to the requirement of the CITY, subject to the provisions of applicable resolutions.

Section F. Peace Officers Bill of Rights:

The parties mutually acknowledge the requirements of Section 3300 et.seq. of the Government Code.

Section G. Contract Grievance:

It is the intent of the parties to this Agreement to provide an alternative method of resolving employees grievances. A "contract grievance" is any dispute between the CITY and an employee, or, between the CITY and the Association regarding:

- suspension without pay, demotions or removals and/or;
- the interpretation or application of any Article in this Memorandum of Understanding (Agreement).

In order to elect the procedure provided herein the affected employee must give written notice of his/her intent to proceed under this contract article at the time the grievance is filed. Such written election shall contain an unequivocal and unconditional waiver of the employee's right to proceed, under the terms of the CITY Charter and/or the Human Resources Rules and Regulations, to the Personnel Commission or the CITY Council in consideration of being granted the right to

proceed under this contractual procedure. In no event will any employee be allowed to pursue more than one appeal or grievance procedure. This grievance procedure does not replace City Charter Section 1004.

The employee is entitled to have representation at each step of the procedure. All grievances under this Article shall be in writing, dated, and signed by the employee or the Association. Grievances concerning the interpretation or application of this Agreement shall clearly set forth the basis for the grievance and the provisions of this Agreement alleged to have been misinterpreted or misapplied. Grievances that appeal a suspension without pay, demotion or removal shall be commenced at the CITY Administrator grievance level following the procedure as specified below in Section 5. These grievances also must clearly state the basis for the appeal.

1. Initially, all written grievances, except written appeals of discipline (suspension without pay, demotions or removals), shall be filed with the immediate supervisor within fifteen (15) calendar days following the event or events giving rise to the grievance. The immediate supervisor shall arrange a meeting with the employee and/or the Association to address the grievance. The immediate supervisor shall issue a written decision on the grievance within ten (10) calendar days of the employee-supervisor meeting.
2. In the event that the immediate supervisor does not resolve the grievance, the employee or Association may appeal the matter in writing to the division head (or equivalent level management employee as designated by management as appropriate) within ten (10) calendar days of the date of the immediate supervisor's written decision. The division head or equivalent level management employee as designated by management ("designee") shall arrange a meeting with the employee and/or the Association, as appropriate to address the grievance appeal. The employee or his/her representative shall be allowed adequate time to present their side of the matter during the meeting. The division head (or designee) shall issue a written decision on the grievance within ten (10) calendar days of the meeting.
3. In the event the matter is not adequately resolved at the division head (or designee) level, the employee or Association may appeal the matter in writing to the Chief of Police (or designee) within ten (10) calendar days of the date of the division head (or designee) written decision. The Chief of Police (or designee) shall arrange a meeting with the employee and/or the Association to address the grievance appeal. The employee and/or the Association shall be allowed adequate time to present his/her side of the matter during the meeting. The Chief of Police (or designee) shall issue a written decision on the grievance within ten (10) calendar days of the meeting.
4. In the event the matter is not adequately resolved at the Chief of Police (or designee) level, the employee or the Association may appeal the matter in non-disciplinary grievances in writing to the CITY Administrator within ten (10) calendar days of the date of the Chief of Police's (or designee's) written decision. The employee's or Association's written appeal to the CITY Administrator must include the written responses received from the immediate supervisor, the division head (designee) and the Chief of Police (designee). The CITY Administrator shall arrange a meeting with the employee and/or the Association to address the grievance appeal. The employee and/or the Association shall be allowed adequate time to present their side of the matter during the meeting. The CITY Administrator shall issue a written decision on the grievance within ten (10) calendar days of the meeting.

5. Grievances appealing discipline (suspension without pay, demotions or removals) shall be commenced at the CITY Administrator level by filing a written appeal with the CITY Administrator within fifteen (15) calendar days of the date that the Notice of Discipline is issued to the employee. The written appeal shall clearly set forth a statement of the bases and facts supporting the appeal and the remedy sought. The CITY Administrator shall arrange a meeting with the employee and/or the Association to address the appeal. The CITY Administrator shall issue a written decision on the discipline appeal within ten (10) calendar days of the meeting.
6. If the grievance is not resolved CITY Administrator level, the Association only may request, in writing to the CITY Administrator within ten (10) calendar days of receipt of the CITY Administrator's written decision, that the whole matter, on the same basis, proceed to final and binding arbitration.
7. The parties may mutually agree upon the selection of the Arbitrator or shall jointly request the State Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. Within fourteen (14) calendar days following receipt of the list from State Mediation and Conciliation Service, the parties shall meet to select the arbitrator. The Arbitrator shall be selected by the alternative strike method. The right to strike the first name shall be determined by a coin toss. The Arbitrator shall agree, as a part of their engagement agreement, to issue their decision within 30 days of the completion of the hearing process.
8. In matters involving discipline, the Arbitrator shall have the authority to determine whether the CITY, in taking the disputed disciplinary action, had just cause for such action, as cause is specifically defined by Human Resources Rules and Regulations Section V.B.1 entitled "Causes for Disciplinary Action" and shall have authority to uphold, reduce or set aside the discipline including reinstatement and restoration of back salary.
9. In matters involving the interpretation or application of this Agreement, the parties agree that the Arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved as to interpret only applicable provisions of the Agreement.
10. Any grievance not filed or appealed within the time limits specified in this Section shall be considered settled on the basis of the last disposition given and shall terminate the grievance process. In the event the grievance is not answered within the time limits set forth herein, the grievance shall be deemed denied and either the employee, where provided, or the Association may appeal the grievance to the next higher step within the time limits provided. The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. The time limits set forth above may be waived but only by the mutual, written agreement of the City and the Grievant/Association.
11. The CITY and Association shall share equally the cost of the Arbitrator, including both fees and expenses. Each party, however, shall bear the cost of its presentation including preparation and post hearing briefs.

Section H.

Administrative Appeals/Police Officers Bill of Rights:

When an officer believes that he/she has been subjected to "punitive action" (defined as a written reprimand or transfer or reassignment for the purpose of punishment, and for which no other appeal or grievance procedure is available under this MOU or the City's Human Resources Rules), the employee may appeal such "punitive action" under this procedure.

Within ten (10) working days of receipt of notice of such punitive action the employee shall first discuss it with his/her immediate supervisor, who shall have five (5) working days to review and attempt to resolve the matter.

If the supervisor cannot resolve the matter to the employee's satisfaction, or fails to respond, the employee shall have the right to appeal the decision to the Chief of Police within five (5) working days after receipt of the supervisor's decision. The hearing before the Chief shall be informal in nature and the rules of evidence will not apply. The employee shall have the right to representation of his/her choice and the right to call witnesses and to introduce evidence. At the conclusion of the hearing, the Chief shall have five (5) working days to render a written decision.

If the employee is dissatisfied with the Chief's decision, the employee shall have five (5) working days after receipt thereof to appeal the Chief's decision to the City Administrator. The appeal shall be in writing and shall set forth the basis of the appeal, the reasons therefore, and the proposed resolution. The City Administrator (or his personal designee) shall hold a hearing within ten (10) working days, under the same procedures as the hearing before the Chief, and shall render a final, written decision addressing all issues in dispute no later than ten (10) working days after the conclusion of the hearing.

The time limits set forth herein may be extended by the mutual agreement of the parties.

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

This procedure is in lieu of any other procedure or appeal under the MOU and the CITY's rules, and shall be the sole administrative remedy available to employees covered hereunder.

Attached for reference, and marked Exhibit F, is the template for a Record of Counseling.

Section I.

Work Schedules:

All Bargaining Unit employees shall have a workweek of seven (7) calendar days, commencing at 0001 hours on Monday.

1. 12 Plan Variation (3-12.5/4-10 Plan). All sworn employees assigned to the Patrol Division shall work on a weekly basis a shift of three (3) twelve and a half (12.5) hour days or four (4) ten (10) hour days per week. Employees assigned to twelve and a half (12.5) hour shifts shall make up the difference of weekly hours worked with a ten (10) hour day assigned each month. Generally, the make-up days will be scheduled concurrent with the employees regularly scheduled work week, however, there may be exceptions, i.e. adjustments for training sites, special details, or other events necessitating a different day.
2. Detective Schedules. Sworn employees assigned to the Detectives Division shall work on a 4-10 work schedule. The schedule may provide for six (6) day per week coverage with individual schedules to be determined by the Chief of Police.
3. MSO Work Schedules. The Multi-Service Officers assigned to evidence and other court duties may be assigned to work a 5-8 schedule (8 hours of work plus a 30 minute duty free lunch). All MSO employees assigned to the Patrol Division shall work on a weekly basis a shift of three (3) 12 hour days or four (4) 10 hour days per week plus a 30 minute unpaid duty free lunch. Employees assigned to 12 hour shifts shall make up the difference of weekly hours worked with a twelve (12) hour day assigned each month. If the City proposes other schedule changes during the term of the Agreement:
 - a. The CITY will give the GPOA prior notice of any proposed scheduling change and an opportunity to meet and confer thereon; and
 - b. The change in scheduling is agreed or resolved through the applicable impasse procedure(s).
4. Schedule changes. All unit members will normally be scheduled consecutive work days and consecutive days off, with regular starting and stopping times for each shift.

Except in cases of emergency, no employee shall have his/her shift changed or his/her starting or stopping times changed without at least seven (7) calendar days advance notice prior to any change.

It is recognized that schedules may be altered to facilitate shift changes, changes in assigned days off between shift changes, training requirements, special operations, or emergency situations, including the long term illness or disability on the part of department members. It is not intended that employees will have their regular work schedule changed on a weekly or frequent basis.
5. Light Duty. Employees working light duty shall be assigned to work either four (4) ten (10) hour days or five (5) eight (8) hour days depending upon

which schedule best suits their assignment; as determined by the Chief of Police.

6. Flexible schedules. All bargaining Unit employees may, with the mutual agreement of their supervisor, agree to flexible schedules or adjustment of hours, to provide the ability to change schedules to accommodate training or other events. More permanent adjustments to an employee's work hours or days worked require approval from the appropriate Captain.

Section J. Bulletin Boards:

The ASSOCIATION may install at its own expense, a bulletin board of reasonable size and construction. The bulletin board shall be placed in a location approved by CITY; it may be used for official ASSOCIATION business, but may not be used to post inflammatory or defamatory material.

Section K. Shift Selection:

Shift selection shall be in accordance with Policy Number 1029 a copy of which is attached and marked Exhibit G.

Paragraph (d) of Policy 1029.1.1 will be modified to read: Exceptions to seniority shift bidding may be made by the department based upon the legitimate operational needs related to sexual harassment issues, the Americans with Disabilities Act, or other legal requirements or restrictions which the City or Department must follow, **or prior or current romantic relationships which cause significant disruption to the workplace.**

Section L. Substance Abuse Policy:

The CITY and ASSOCIATION have agreed on the implementation of a Substance Abuse Policy. The Policy is attached and marked Exhibit H.

Section M. Safety Vests:

The Department shall provide safety vests for all unit employees and shall replace them per the National Institute of Justice testing standards.

Section N. Probationary Period:

The probationary period for newly hired employees shall be eighteen (18) months. The probationary period for promotions shall remain unchanged.

Section O.

Detective/ACT Vehicles:

Policy Number 706 guides the use of Detective and ACT vehicles. A copy is attached and marked Exhibit I.

Section P.

Non-Discrimination:

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, marital status, disability, Association membership or non-membership.

Section Q.

Rotation of Special Assignment:

The rotation of special assignments shall follow Policy No. 1004 which is attached and marked Exhibit J.

Section R.

DMV Pull Notice Program:

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

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

Section S.

Lost or Damaged Equipment:

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

Section T.

Tuition Reimbursement:

Effective July 1, 2018, Bargaining Unit members attending accredited community colleges, colleges, trade schools or universities may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for pre-approved job-related and career development courses.

In addition, employees attending city-approved, job related continuing education courses, certification programs, or training conferences may also receive tuition reimbursement for the cost of registration, tuition, books, testing, and/or certifications (including certification renewals).

Course work shall be completed on the employee's own time at the employee's own expense.

Upon successful completion of the pre-approved class or training program, the employee shall provide all written documentation on allowable costs and completion/grade/certification/score, etc. to the Police Chief and Human Resources for review and processing. The maximum tuition reimbursement for employees is \$1,000.00 per fiscal year.

Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "B" or better for undergraduate and graduate courses, full attendance and completion of the training program, and a passing score for non-graded programs that involve certification or testing. All claims for tuition reimbursement require the pre-approval of the Police Chief and the Human Resources Director. Tuition Reimbursement Request Forms are available in the Human Resources Department.

Section U.

Payroll Date and Direct Deposit:

Employees are paid monthly on the first City Hall working day of the month, unless an earlier date is designated by the City for a particular month. The City will notify the Association prior to implementing the bi-weekly payroll calendar as part of the implementation of the new ERP.

All unit employees shall enroll in direct deposit within sixty (60) days of employment. Employees shall maintain direct deposit. Employees needing an exception to direct deposit shall submit a written request stating the reasons for the exception to the Human Resources Director for consideration. The decision of the Human Resources Director shall be final.

Section V. Labor-Management Committee on Workers Compensation Carve Out Program:

During the first year of this MOU, the parties agree to establish a labor-management committee to explore a possible workers compensation carve out program with the possibility of a side letter agreement in year two of this MOU.

Section W.

Realignment of Multi Service Officer (MSO) Classification:

The MSO classification has been discontinued and all employees in the MSO job classification will be "Y-rated" at their current salary level in effect on August 1, 2016.

ARTICLE VIII. PEACEFUL PERFORMANCE

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

ARTICLE IX. FULL UNDERSTANDING

Section A:

Full Understanding:

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein; and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety, if they conflict with this Memorandum of Understanding.

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

Matters not included herein; which relate primarily to the scope of representation, shall not be changed without the City first giving notice to the Association and affording the Association the opportunity to meet and confer. Impasses regarding such discussions shall be resolved consistent with Section 1004 (c) of the City Charter as it existed on July 1, 1994.

Section B:

Reopener for HR Rules and Regulations:


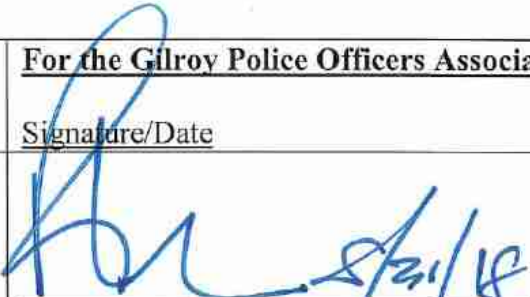


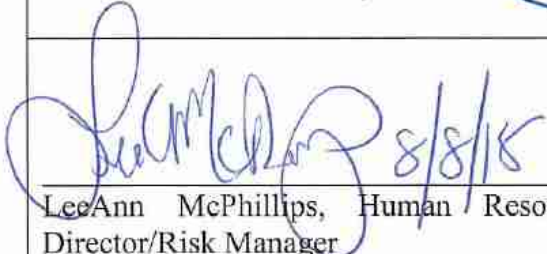
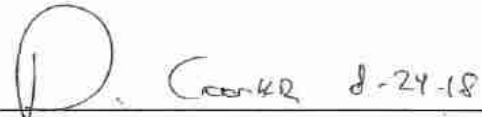


Upon request by the City, the City and Union agree to reopen negotiations on the Human Resources Rules and Regulations to address any substantive changes to the Human Resources Rules and Regulations. GPOA shall be provided with an opportunity to review and sign the final Human Resources Rules and Regulations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

ARTICLE X. SAVINGS PROVISION

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XI. TERM

The Memorandum of Understanding represents the entire Agreement between the CITY and ASSOCIATION on subjects contained herein and shall become of full force and effect on July 1, 2018, unless otherwise noted, and shall continue in full force and effect until midnight June 30, 2022. The ASSOCIATION shall provide the CITY with its proposals for the period beginning July 1, 2022 no later than April 1, 2022.

<u>For the City of Gilroy:</u>	<u>For the Gilroy Police Officers Association:</u>
<u>Signature/Date</u>	<u>Signature/Date</u>
 9/5/18 Charles Sakai, Chief Negotiator, Labor Negotiations Counsel, Sloan Sakai Yeung Wong, LLP	 8/21/18 Rocky Lucia, Chief Negotiator, Labor Negotiations Representative, Rains Lucia Stern, PC
 Gabriel A. Gonzalez, City Administrator	 7/26/18 Brian Dutton, GPOA President
 8/8/18 LeeAnn McPhillips, Human Resources Director/Risk Manager	 8-29-18 Darren Cooner, GPOA Executive Board Member
 8-22-18 Kurt Svandal, Police Captain	 08/28/2018 Jason Smith, GPOA Negotiator

**POLICE UNIT
SALARY SCHEDULE
(Effective July 1, 2018)**

(4.0% Increase: 3% salary increase and 1% equity adjustment)

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Police Sergeant	700	SP35	8,900.25 106,803	9,345.42 112,145	9,811.83 117,742	10,303.83 123,646	10,817.83 129,814
Police Corporal	701	SP33	8,028.17 96,338	8,428.92 101,147	8,850.25 106,203	9,294.17 111,530	9,758.50 117,102
Police Officer	702	SP32	7,500.08 90,001	7,875.08 94,501	8,269.33 99,232	8,681.67 104,180	9,116.67 109,400
Multi-Service Officer (*Y-rated - as of 8/1/16)	751	NP30	6,433.58 77,203	6,754.67 81,056	7,093.50 85,122	7,447.83 89,374	7,820.25 93,843
Detention Services Officer	752	NP29	5,612.25 67,347	5,893.08 70,717	6,187.42 74,249	6,496.67 77,960	6,821.58 81,859

SP = Sworn Personnel Classifications

NP = Non-Sworn Personnel Classifications

Holiday Pay: 6.37% of base pay in lieu of holidays (GPOA MOU Article IV, Section J)

Bilingual Pay: 5% of base pay based on Police Chief's approval and test (GPOA MOU Article IV, Section K)

Master Officer Pay: 5% of base pay in lieu of specialty pays (GPOA MOU Article IV, Section E)

Canine and Mounted Unit Officers receive an additional \$421.38 per month (GPOA MOU Article IV, Section L and Side Letter Agreement)

*Per GPOA MOU, the classification of MSO is Y-rated with no salary change after 8/1/16, therefore, 4% does not apply to this classification. New hires to DSO classification.

NP Classes receive \$77.75 per month uniform allowance (paid in annual lump sum for FY 19).

SP Classes receive \$116.67 per month uniform allowance (paid in annual lump sum for FY 19).

SP/CIRT receive a one time \$200.00 uniform/equipment requirement

SP/CIRT receive a one time \$150.00 uniform/equipment requirement

SP/HNT receive a one time \$150.00 uniform/equipment requirement

SWORN PERSONNEL

5% Educational incentive available for an AA/AS Degree or an Intermediate POST Certificate.

7.5% Educational incentive available for a BA/BS Degree (or higher) or an Advanced POST Certificate.

(Maximum educational total: 7.50%)

NON-SWORN PERSONNEL (MSO/DSO)

3.5% Educational incentive available for 30 semester college units or Basic POST Certificate.

5.0% Educational incentive available for 60 semester college units or Intermediate POST Certificate.

(Maximum educational total: 5.0%)

Note: The SunGard Pentamotion System calculates salary increases on an annual salary figure; therefore, monthly salary figures provided above are rounded.

Rev. 07/18

**POLICE UNIT
SALARY SCHEDULE
(Effective July 1, 2019)**

(4.0% Increase: 3% salary increase and 1% equity adjustment)

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Police Sergeant	700	SP35	9,256.25 111,075	9,719.25 116,631	10,204.33 122,452	10,716.00 128,592	11,250.58 135,007
Police Corporal	701	SP33	8,349.33 100,192	8,766.08 105,193	9,204.25 110,451	9,665.92 115,991	10,148.83 121,786
Police Officer	702	SP32	7,800.08 93,601	8,190.08 98,281	8,600.08 103,201	9,028.92 108,347	9,481.33 113,776
Multi-Service Officer (*Y-rated - as of 8/1/16)	751	NP30	6,433.58 77,203	6,754.67 81,056	7,093.50 85,122	7,447.83 89,374	7,820.25 93,843
Detention Services Officer	752	NP29	5,836.75 70,041	6,128.83 73,546	6,434.92 77,219	6,756.50 81,078	7,094.42 85,133

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SP/CIRT receive a one time \$150.00 uniform/equipment requirement

SP/HNT receive a one time \$150.00 uniform/equipment requirement

SWORN PERSONNEL

5% Educational incentive available for an AA/AS Degree or an Intermediate POST Certificate.

7.5% Educational incentive available for a BA/BS Degree (or higher) or an Advanced POST Certificate.

(Maximum educational total: 7.50%)

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5.0% Educational incentive available for 60 semester college units or Intermediate POST Certificate.

(Maximum educational total: 5.0%)

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Rev. 07/18

**POLICE UNIT
SALARY SCHEDULE
(Effective July 1, 2020)**

(4.0% Increase: 3% salary increase and 1% equity adjustment)

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Police Sergeant	700	SP35	9,626.50 115,518	10,108.00 121,296	10,612.50 127,350	11,144.67 133,736	11,700.58 140,407
Police Corporal	701	SP33	8,683.33 104,200	9,116.75 109,401	9,572.42 114,869	10,052.58 120,631	10,554.75 126,657
Police Officer	702	SP32	8,112.08 97,345	8,517.67 102,212	8,944.08 107,329	9,390.08 112,681	9,860.58 118,327
Multi-Service Officer (*Y-rated - as of 8/1/16)	751	NP30	6,433.58 77,203	6,754.67 81,056	7,093.50 85,122	7,447.83 89,374	7,820.25 93,843
Detention Services Officer	752	NP29	6,070.25 72,843	6,374.00 76,488	6,692.33 80,308	7,026.75 84,321	7,378.17 88,538

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(Maximum educational total: 7.50%)

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(Maximum educational total: 5.0%)

Note: The SunGard Pentamotion System calculates salary increases on an annual salary figure; therefore, monthly salary figures provided above are rounded.

Rev. 07/18

POLICE UNIT
SALARY SCHEDULE
(Effective July 1, 2021)

(4.0% Increase: 3% salary increase and 1% equity adjustment)

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Police Sergeant	700	SP35	10,011.58 120,139	10,512.33 126,148	11,037.00 132,444	11,590.42 139,085	12,168.58 146,023
Police Corporal	701	SP33	9,030.67 108,368	9,481.42 113,777	9,955.33 119,464	10,454.67 125,456	10,976.92 131,723
Police Officer	702	SP32	8,436.58 101,239	8,858.33 106,300	9,301.83 111,622	9,765.67 117,188	10,255.00 123,060
Multi-Service Officer (*Y-rated - as of 8/1/16)	751	NP30	6,433.58 77,203	6,754.67 81,056	7,093.50 85,122	7,447.83 89,374	7,820.25 93,843
Detention Services Officer	752	NP29	6,313.08 75,757	6,629.00 79,548	6,960.00 83,520	7,307.83 87,694	7,673.33 92,080

SP = Sworn Personnel Classifications

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3.5% Educational incentive available for 30 semester college units or Basic POST Certificate.

5.0% Educational incentive available for 60 semester college units or Intermediate POST Certificate.

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Rev. 07/18

Exhibit E

LeeAnn McPhillips
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

Dear LeeAnn,

We have been certified as personal trainers and are certified by the National Council for Certified Personal Trainers, and the American College of Sports Medicine. Vanessa Ruiz also has a Bachelor of Science in Kinesiology from Fresno State University. Dustin Odell also has a Bachelor of Arts in Criminal Justice from Sacramento State University.

Since 2018 we have acted as the facilitators for the Gilroy Police Departments Bi-annual Fitness Incentive Program, assuming responsibility from Sergeant Jason Kadluboski and Corporal Brian Dutton.

The testing is done twice a year (Mar/April and Sept/Oct) for the Sworn Officers and MSO/DSO's. However, non-sworn employees are not discouraged from participating. Only the Sworn Officers and MSO/DSO's are able to accrue Fitness Leave through successful completion of the Fitness Incentive Program through the "Maintenance" category or "Improvement" category.

Within the "Maintenance" category an employee has the incentive of earning between 10 and 20 hours of Fitness Leave every six months (20 and 40 hours annually) by simply maintaining a fitness level which is determined by the number of points acquired by completing 7 fitness assessments. These assessments include: 1) Resting heart rate; 2) Resting blood pressure; 3) Body Fat Percentage; 4) 1.5 mile run; 5) Flexibility; 6) Sit-ups; 7) Push-ups.

Within the "Improvement" category an employee can earn Fitness Leave by consistently improving every six months.

In addition, we scale the program for our SWAT team members who complete the Bi-annual Fitness Incentive Program in conjunction with their bi-annual fitness qualifications. The only item scaled during the assessment is the 1.5 mile run. As part of the SWAT fitness qualifications, members must run a half-mile obstacle course in less than 4.5 minutes. This qualification requires a SWAT member to run at a pace significantly faster than a pace used for a 1.5 mile run. As such, SWAT members will run 1 mile for the Bi-annual Fitness Incentive Program immediately after completing this obstacle course, and add three minutes to their time to calculate points towards their Fitness Leave totals. If a SWAT member misses the bi-annual fitness qualification then he/she must complete the standard fitness assessment if wanting to earn the time off.

If you have any questions, please feel free to contact one of us.

Regards,
Vanessa Ruiz and Dustin Odell

Fitness Incentive Program

Six Month Incentive Criteria

Within the “Maintenance” category, an employee can earn hours off simply by maintaining a wellness/fitness level of 15 total points or above. The high the points earned, the higher the hours off awarded.

Maintenance Program	
Points	Hours of Compensatory Time Off
35	20
34	20
33	20
32	20
31	20
30	20
29	18
28	18
27	17
26	17
25	16
24	16
23	15
22	15
21	14
20	14
19	13
18	13
17	12
16	12

Within the “Improvement” category, an employee can only earn hours off by consistently improving every six months.

Improvement Program	
Points	Hours of Compensatory Time Off
22	3 point increase = 5 hours / 6 point increase = 10 hours
21	3 point increase = 5 hours / 6 point increase = 10 hours
20	3 point increase = 5 hours / 6 point increase = 10 hours
19	3 point increase = 5 hours / 6 point increase = 10 hours
18	3 point increase = 5 hours / 6 point increase = 10 hours
17	3 point increase = 5 hours / 6 point increase = 10 hours
16	3 point increase = 5 hours / 6 point increase = 10 hours
15	2 point increase = 5 hours / 4 point increase = 10 hours
14	2 point increase = 5 hours / 4 point increase = 10 hours
13	2 point increase = 5 hours / 4 point increase = 10 hours
12	2 point increase = 5 hours / 4 point increase = 10 hours
11	2 point increase = 5 hours / 4 point increase = 10 hours
10	2 point increase = 5 hours / 4 point increase = 10 hours

NAME: _____ AGE: _____ HGT: _____ WGT: _____ DATE: _____

AGE GROUP 20 YEARS TO 29 YEARS

RESTING HEART RATE		
Fit Score	Males	Females
5	≤ 60	≤ 65
4	61 - 67	66 - 72
3	68 - 73	73 - 78
2	74 - 79	79 - 84
1	≥ 80	≥ 85
Resting Heart Rate:		
Your Fit Score:		

1.5 MILE WALK/RUN		
Fit Score	Males	Females
5	≤ 11:29	≤ 13:39
4	11:30 - 12:09	13:40 - 15:09
3	12:10 - 13:24	15:10 - 15:54
2	13:25 - 14:29	15:55 - 17:54
1	≥ 14:30	≥ 17:55
1.5 Mile Walk/Run:		
Your Fit Score:		

FLEXIBILITY		
Fit Score	Males	Females
5	≥ 15.75	≥ 16.50
4	14.00 - 15.50	14.75 - 16.25
3	12.00 - 13.75	12.75 - 14.50
2	10.50 - 11.75	10.75 - 12.50
1	≤ 10.25	≤ 10.50
Flexibility:		
Your Fit Score:		

SITUPS		
Fit Score	Males	Females
5	≥ 52	≥ 52
4	44 - 51	44 - 51
3	35 - 43	35 - 43
2	24 - 34	24 - 34
1	0 - 23	0 - 23
Situps:		
Your Fit Score:		

PUSHUPS		
Fit Score	Males	Females
5	≥ 40	≥ 25
4	34 - 39	20 - 40
3	27 - 33	14 - 19
2	21 - 26	9 - 13
1	0 - 20	0 - 8
Pushups:		
Your Fit Score:		

RESTING BLOOD PRESSURE				
Fit Score	Males		Females	
	Systolic	Diastolic	Systolic	Diastolic
5	≤ 112	≤ 72	≤ 100	≤ 68
4	113 - 118	73 - 76	101 - 110	69 - 72
3	119 - 122	77 - 80	111 - 116	73 - 76
2	123 - 130	81 - 84	117 - 120	77 - 80
1	≥ 131	≥ 85	≥ 121	≥ 81
Resting Blood Pressure:				
Your Fit Score:				

NAME: _____ AGE: _____ HGT: _____ WGT: _____ DATE: _____

AGE GROUP 30 YEARS TO 39 YEARS

RESTING HEART RATE		
Fit Score	Males	Females
5	≤ 60	≤ 65
4	61 - 67	66 - 72
3	68 - 73	73 - 78
2	74 - 79	79 - 84
1	≥ 80	≥ 85
Resting Heart Rate:		
Fit Score:		

1.5 MILE WALK/RUN		
Fit Score	Males	Females
10	≤ 11:50	≤ 13:54
8	11:50 - 12:54	13:55 - 15:14
6	12:55 - 13:44	15:15 - 16:04
4	13:45 - 14:44	16:05 - 18:24
2	≥ 14:45	≥ 18:25
1.5 Mile Walk/Run:		
Fit Score		

FLEXIBILITY		
Fit Score	Males	Females
5	≥ 15.75	≥ 16.50
4	14.00 - 15.50	14.75 - 16.25
3	12.00 - 13.75	12.75 - 14.50
2	10.50 - 11.75	10.75 - 12.50
1	≤ 10.25	≤ 10.50
Flexibility:		
Fit Score:		

SITUPS		
Fit Score	Males	Females
5	≥ 50	≥ 50
4	42 - 49	42 - 49
3	32 - 41	32 - 41
2	21 - 31	21 - 31
1	0 - 20	0 - 20
Situps:		
Fit Score		

PUSHUPS		
Fit Score	Males	Females
5	≥ 37	≥ 23
4	31 - 36	18 - 22
3	24 - 30	12 - 17
2	18 - 23	7 - 11
1	0 - 17	0 - 6
Pushups:		
Fit Score		

RESTING BLOOD PRESSURE				
Fit Score	Males		Females	
	Systolic	Diastolic	Systolic	Diastolic
5	≤ 110	≤ 74	≤ 100	≤ 68
4	111 - 120	75 - 78	105 - 110	71 - 74
3	121 - 124	79 - 80	111 - 118	75 - 80
2	125 - 132	81 - 88	119 - 122	81 - 82
1	≥ 133	≥ 89	≥ 123	≥ 83
Resting Blood Pressure:				
Fit Score:				

NAME: _____ AGE: _____ HGT: _____ WGT: _____ DATE: _____

AGE GROUP 40 YEARS TO 49 YEARS

RESTING HEART RATE		
Fit Score	Males	Females
5	≤ 60	≤ 65
4	61 - 67	66 - 72
3	68 - 73	73 - 78
2	74 - 79	79 - 84
1	≥ 80	≥ 85
Resting Heart Rate:		
Fit Score:		

1.5 MILE WALK/RUN		
Fit Score	Males	Females
10	≤ 12:04	≤ 15:09
8	12:05 - 13:24	15:10 - 16:04
6	13:25 - 14:14	16:05 - 17:54
4	14:15 - 15:19	17:55 - 19:29
2	≥ 15:20	≥ 19:30
1.5 Mile Walk/Run:		
Fit Score		

FLEXIBILITY		
Fit Score	Males	Females
5	≤ 15.50	≤ 16.25
4	13.75 - 15.25	14.50 - 16.00
3	11.75 - 13.50	12.5 - 14.25
2	10.25 - 11.50	10.50 - 12.25
1	≤ 10.00	≤ 10.25
Flexibility:		
Fit Score:		

SITUPS		
Fit Score	Males	Females
5	≥ 47	≥ 47
4	39 - 46	39 - 46
3	28 - 38	28 - 38
2	17 - 27	17 - 27
1	0 - 16	0 - 16
Situps:		
Fit Score		

PUSHUPS		
Fit Score	Males	Females
5	≥ 34	≥ 18
4	28 - 33	14 - 17
3	21 - 27	9 - 13
2	15 - 20	5 - 8
1	0 - 14	0 - 4
Pushups:		
Fit Score		

RESTING BLOOD PRESSURE				
Fit Score	Males		Females	
	Systolic	Diastolic	Systolic	Diastolic
5	≤ 111	≤ 76	≤ 105	≤ 70
4	112 - 120	77 - 80	106 - 112	71 - 74
3	121 - 126	81 - 84	113 - 118	75 - 80
2	127 - 136	85 - 90	119 - 126	81 - 82
1	≥ 137	≥ 91	≥ 127	≥ 83
Resting Blood Pressure:				
Fit Score:				

NAME: _____ AGE: _____ HGT: _____ WGT: _____ DATE: _____

AGE GROUP 50 YEARS TO 59 YEARS

RESTING HEART RATE		
Fit Score	Males	Females
5	≤ 60	≤ 65
4	61 - 67	66 - 72
3	68 - 73	73 - 78
2	74 - 79	79 - 84
1	≥ 80	≥ 85
Resting Heart Rate:		
Fit Score:		

1.5 MILE WALK/RUN		
Fit Score	Males	Females
10	≤ 12:54	≤ 15:44
8	12:55 - 14:04	15:45 - 17:29
6	14:05 - 15:09	17:30 - 18:54
4	15:15 - 16:04	18:55 - 20:29
2	≥ 16:05	≥ 20:30
1.5 Mile Walk/Run:		
Fit Score		

FLEXIBILITY		
Fit Score	Males	Females
5	≤ 15.25	≤ 16.00
4	13.50 - 13.25	14.25 - 15.75
3	11.50 - 13.25	12.25 - 14.00
2	10.00 - 11.25	10.25 - 12.00
1	≤ 9.75	≤ 10.00
Flexibility:		
Fit Score:		

SITUPS		
Fit Score	Males	Females
5	≥ 44	≥ 44
4	36 - 43	36 - 43
3	24 - 35	24 - 35
2	13 - 23	13 - 23
1	0 - 12	0 - 12
Situps:		
Fit Score		

PUSHUPS		
Fit Score	Males	Females
5	≥ 30	≥ 14
4	24 - 29	10 - 13
3	17 - 23	6 - 9
2	11 - 16	3 - 5
1	0 - 10	0 - 2
Pushups:		
Fit Score		

RESTING BLOOD PRESSURE				
Fit Score	Males		Females	
	Systolic	Diastolic	Systolic	Diastolic
5	≤ 116	≤ 78	≤ 111	≤ 70
4	117 - 122	79 - 80	112 - 120	71 - 78
3	123 - 130	81 - 86	121 - 126	79 - 82
2	131 - 140	87 - 90	127 - 140	83 - 90
1	≥ 141	≥ 91	≥ 141	≥ 91
Resting Blood Pressure:				
Fit Score:				



Police Department

7301 Hanna Street
GILROY, CALIFORNIA
95020

Telephone (408) 846-0310
FAX: (408) 846-0387
<http://www.ci.gilroy.ca.us>

Date: 3/8/07
To: Officer
Cc: Captain, Working File
From: Supervisor
RE: **Record of Counseling**

This is not intended to be maintained as part of the personnel file. It shall be retained in a working file for a period of two years and is used for employee evaluation purposes.

[Click here and type your memo text]

3305 Government Code- Comments adverse to interest; personnel files; opportunity to read and sign; refusal to sign

No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.

3306 Government Code- Response to adverse comment in personnel file; time

A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

To the employee:

I have read the Record of Counseling, and understand my rights of attachment under the Government Code Sections listed above. I also acknowledge this Record of Counseling will be placed in a working file and could be included in an Annual Personnel Evaluation. I further understand I may have additional rights under the Peace Officers Bill of Rights Act, other state or federal laws, the MOU between the City of Gilroy and GPOA, GPD Policy Manual, and / or City of Gilroy ordinances or rules.

Comments Attached (circle one) **YES / NO**

Employee: _____

Date: _____

Supervisor: _____

Date: _____

Gilroy Police Department
Gilroy PD Policy Manual

Shift Selection

1029.1 PURPOSE AND SCOPE

The Gilroy Police Department understands that shift work can create hardships on employees and that constant changing of work shifts can affect the efficiency of employees. It is the desire of the department to stabilize, to the extent possible, the work hours of its employees. The department further desires to ensure that it is operating efficiently while giving the employee flexibility to meet their needs.

1029.1.1 PROCEDURE

- (a) Patrol shift rotation will occur every six months. The shift rotation will occur on the first Monday in January and the first Monday in July unless that day is a holiday, in which case the rotation will occur on the second Monday of the month.
- (b) Employees assigned to patrol will select their team on a seniority basis within their respective ranks.
- (c) Sign-up sheets will be placed in the briefing room a minimum of one month prior to the shift change. Each employee is encouraged to sign up as soon as possible after the person ahead of them has selected.
- (d) Exceptions to seniority shift bidding may be made by the department based upon the legitimate operational needs relating to sexual harassment issues, The Americans with Disabilities Act or other legal requirements or restrictions which the City or Department must follow, or prior or current romantic relationships which cause significant disruption to the workplace.
- (e) Employees may also be assigned to specific teams for legitimate organizational needs such as the distribution of probationary employees, training requirements or personnel hardships. Such assignments shall be limited in number. No more than ten percent (10%) of the employees assigned to patrol, rounded to the nearest whole number, may be assigned through this process during any single shift change.
- (f) When an employee is going to be assigned to a team under the provisions in Sections D & E, the Field Operations Commander will notify the POA President of the assignment.
- (g) When exceptions are made to the seniority bidding process, they shall be made in such a way as to minimize the impact on seniority.
- (h) The department retains the exclusive right to determine team and shift staffing levels consistent with the provisions of the MOU.

ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY

I. PURPOSE

It is the intention of this policy to eliminate alcohol and substance abuse and its effects in the workplace. While the City of Gilroy has no intention of intruding into the private lives of its employees, involvement with alcohol or controlled substances off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interest of their fellow workers and the public as well as themselves. The presence of alcohol or controlled substances on the job, and the influence of alcohol or substances on employees during working hours, are inconsistent with this objective.

This policy provides guidelines for the detection and deterrence of alcohol or substance abuse. It also outlines the responsibilities of City Managers and employees. To that end the City will act to eliminate any alcohol or substance abuse (illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All persons covered by this policy should be aware that violation of the policy may result in discipline, up to and including termination, or in not being hired.

Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol and substance abuse will not be tolerated, and disciplinary action up to and including termination, will be used as necessary to achieve this goal.

In recognition of the public service responsibilities entrusted to the employees of the City, and that alcohol and substance abuse usage can hinder a person's ability to perform duties safely and effectively the following policy against alcohol and substance abuse is hereby adopted by the City.

II. POLICY

It is City policy that employees shall not be under the influence or of in possession of alcohol or controlled substances; nor possess alcohol or drugs while on City property, in City vehicles, at work locations, while on duty or subject to being called to duty; nor sell or provide alcohol or drugs to any other employee or to any person while such employee is on duty or subject to being called, nor have their ability to work impaired as a result of the use of alcohol or drugs.

While proper use of medically prescribed medications and drugs is not a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeable interfere with the safe and effective performance of duties or operation of City equipment can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a City approved physician may be required.

Upon reasonable suspicion, the City reserves the right to search, without employee consent, all areas and property which the City controls or has joint control with an employee, including but not limited to City owned or leased vehicles, lockers, tool boxes, cabinets (employee's), desks, etc. Otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.

The City may require employment physical exams upon employment with the City. When reasonable suspicion exists, refusal to submit immediately to an alcohol or controlled substance analysis when requested by the City Administrator and/or Department Heads or law enforcement personnel may constitute insubordination and may be grounds for refusal to hire or discipline.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be required to arrange for safe transportation from the work site.

DEFINITIONS:

DRUG TEST: The compulsory production and submission of urine by the employee, (or blood, in accordance with the language in Attachment 1A Section A) in accordance with departmental procedures, for chemical analysis to detect the presence or absence of controlled substances.

REASONABLE SUSPICION: That quantity of factual information which can be articulated which is more than mere speculation but less than probable cause and can lead a reasonable person to arrive at the conclusion set forth.

III. EMPLOYEE ASSISTANCE PROGRAM

A major focus of this program is to provide assistance to employees in overcoming alcohol or substance abuse problems.

Employees who think they may have an alcohol or substance abuse problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. The City will be supportive of those who seek help voluntarily. The City will be equally firm in identifying, refusing to hire and disciplining those who violate this policy.

The City is committed to providing reasonable accommodation to those employees whose alcohol or substance abuse problem classifies them as handicapped under Federal and/or State law.

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or substance abuse problems. Employees should contact their supervisors or the EAP for additional information (1-800-227-1060). The City may send employees to the EAP as partial resolution of a substance abuse problem.

IV. APPLICATION

This policy applies to all employees of and to all applicants for positions with the City. This policy applies to any alcohol use and all substances, drugs, or medications, legal or illegal, which could impair an employees ability to effectively and safely perform the functions of the job.

V. EMPLOYEE RESPONSIBILITIES

An employee must:

- A. not report to work or be subject to duty (formal standby or equivalent) while his/her ability to perform job duties is impaired due to on or off duty use of alcohol or controlled substances;
- B. not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on standby, on breaks, during meal periods or at any time while on City property; (exception - Officers using alcohol or handling drugs under direction of the Department);

- C. not directly or through a third party sell or provide alcohol or drugs to any person, including any employee, while either employee or both employees are on duty or subject to being called;
- D. submit immediately to an alcohol or substance abuse test when requested by a responsible City representative (in accordance with Section 6.E. below);
- E. notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment; and
- F. provide within 24 hours of request bona fide verification of a current valid prescription of any potentially impairing drug or medication identified when a substance abuse screen/test is positive. The prescription must be in the employee's name.
- G. Notify the City, within five (5) days, of any criminal convictions for drug related offenses involving the workplace.

VI. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. The City shall provide each employee with a copy of this policy.
- B. The Personnel Director shall be responsible for notifying the Federal contracting agency of any criminal convictions of employees for drug related activity in the workplace within ten (10) days after receiving notice of such convictions.
- C. The City shall maintain a drug-free awareness program advising employees about:
 - The dangers of drug abuse in the workplace;
 - The City's policy of maintaining a drug-free workplace;
 - The availability of the City's EAP and other rehabilitation programs;
 - The penalties that may be imposed for drug/alcohol abuse violations.
- D. Managers and Supervisors are responsible for reasonable enforcement of this policy.

E. Any Department employee may be required to submit to an alcohol or substance abuse test upon documented REASONABLE SUSPICION that an employee is under the influence of alcohol or drugs while on the job or subject to being called. At least two management supervisory level personnel shall be involved in any decision to order a drug/alcohol test. At least one of whom shall be at the department head level. This is not a random testing process.

1. The alcohol or substance test may test for alcohol or substances which could impair an employees ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Alcohol odor on breath;
2. Slurred speech;
3. Unsteady walking and movement;
4. An accident involving City property; if in combination with other elements of reasonable suspicion.
5. Physical and/or verbal altercation (excluding Police personnel properly performing their duties);
6. Unusual behavior; meeting the test of reasonable suspicion.
7. Possession of alcohol or drugs;
8. Information obtained from reliable person with personal knowledg; meeting the test of reasonable suspicion.

F. Any Manager or Supervisor requesting an employee to submit to an alcohol or substance abuse test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

G. Any Manager or Supervisor encountering an employee who refuses an order to submit to an alcohol or substance abuse analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the Manager or Supervisor should retain the employee for a reasonable time until the employee can be safely transported home.

H. Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given consent

of, and in the presence of, the employee.

- I. Managers and Supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have alcohol or illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is reasonable suspicion of alcohol or illegal drugs possession, the Department Head shall notify the appropriate law enforcement agency.
- J. Substance testing shall be conducted in accordance with the provisions of Attachment 1A.

VII. RESULTS OF ALCOHOL AND SUBSTANCE ABUSE ANALYSIS

A. Pre-employment Physicals

1. If the substance abuse screen is positive at the pre-employment physical, the applicant must provide within 24 hours of request bona fide verification of a valid current prescription for the substance identified in the substance abuse screen. If the alcohol test reflects positive, the applicant must provide a verifiable and acceptable explanation for the test result. If the prescription is not in the applicants name or the applicant does not provide acceptable verification, or if the alcohol or substance abuse is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

B. During Employment Tests (Reasonable Suspicion)

1. A pre-test interview will be conducted with each employee in order to ascertain and document any recent use of significant exposure to controlled substances.
2. A positive result from an alcohol or substance abuse analysis may result in disciplinary action, up to and including discharge.
3. If the substance abuse screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the substance identified in the alcohol or substance abuse screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including discharge. If

the alcohol test reflects positive, the applicants must provide a verifiable and acceptable explanation for the test result.

4. If an alcohol test reflects alcohol content or the substance abuse screen is positive, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge or assist with rehabilitation will be carried out in conformance with the City's rules.

VIII. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resource Director. The reports or test results may be disclosed to the City management on a strictly need-to-know basis and to the tested employee upon request. No unauthorized access to the confidential files will be permitted under any circumstances. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employee and employer; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

TESTING PROCESS AND STANDARDS

Substance testing shall comply with the following standards and procedures:

- A. The drug testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test, with all positive screening results being confirmed utilizing gas chromatography/mass spectrometry before a sample is considered positive. The alcohol testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an enzymatic assay screening test, with all positive screening results being confirmed using gas chromatography before a sample is considered positive. In all instances where this policy refers to a urinalysis, the employee may elect to utilize a blood test in lieu of the urinalysis provided that the blood test will properly screen for the substance for which the City is testing.
- B. Substance to be tested for shall include, but are not limited to:
 - 1. Amphetamines and Methamphetamines
 - 2. Cocaine
 - 3. Marijuana/Cannabinoids (THC)
 - 4. Opiates (narcotics)
 - 5. Phencyclidine (PCP)
 - 6. Barbiturates
 - 7. Benzodiazepines
 - 8. Methaqualone
 - 9. Alcohol

In addition, with the approval of the Human Resources Department, testing may be conducted for other controlled substances when the appointing authority reasonably suspects the use of other substances.

- C. After consulting with expert staff of the laboratory or laboratories selected to perform the testing under this Article, the Personnel Department shall set test cutoff levels that will identify positive test samples when minimizing false positive test results. Cutoff levels for the most common substances are as follows:

<u>Drug</u>	<u>Level*</u>
Amphetamines	300
Amphetamine Metham	
Barbiturates	300
Cocaine	300
Cannabinoids	100
Opiates	300
Phencyclid	75

*Nanograms per milliliter

Alcohol .02% gm/deciliter
(sensitivity equivalent to .08% by weight)

- D. Test samples will be collected in a clinical setting such as a laboratory collection station, doctor's office, hospital or clinic or in another setting approved by the Human Resources Department on the basis that it provides for at least an equally secure and professional collection process. The Human Resources Department shall specify procedures to ensure that true samples are obtained and that the employees' privacy is reasonably maintained.
- E. The Human Resources Department shall specify measures to ensure that a strict chain of custody is maintained for the sample from the time it is taken, through the testing process, to its final disposition.
- F. Drug/alcohol tests shall be performed by a commercial laboratory selected based on its meeting standards that are the same as those used by the National Institute on Drug Abuse (NIDA) to certify laboratories engaged in urine drug testing (or blood testing pursuant to Section A) for Federal agencies (Mandatory Guidelines for Federal Workplace Drug Testing Program, Federal Register, Vol. 53, No. 69) or those used by the College of American Pathologists (CAP) to accredit laboratories for forensic urine drug testing (or blood testing pursuant to Section A) (standards for Accreditation, Forensic Urine Drug Testing Laboratories, College of American Pathologists).
- G. The sample collection process shall include the opportunity for the employee to provide information about factors other than illegal drug use, such as taking legally prescribed medication, that could cause a positive test result. At the employee's option, this information may be submitted in a sealed envelope to be opened only by the Medical Review Officer if the test

result is positive.

- H. The employee shall receive a full copy of any test results and related documentation of the testing process.
- I. All confirmed positive samples shall be retained by the testing laboratory in secure storage for one year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the employee's choice. Choice of another laboratory shall be subject to the standards in F, above.

MEDICAL REVIEW OFFICER

The Human Resources Director shall designate one or more Medical Review Officers, who shall be licensed physicians, to receive test results from the laboratory. Upon receiving results, the Medical Review Officer shall:

- A. Review the results and determine if the standards and procedures required by this Article have been followed.
- B. For positive results, interview the affected employee to determine if factors other than illegal drug use may have caused the result.
- C. Consider any assertions by the affected employee of irregularities in the sample collection and testing process.
- D. Based on the above, provide a written explanation of the test results to the appointing power or his/her designee. The employee shall also receive a copy of this explanation.

Drug- and Alcohol-Free Workplace

1012.1 PURPOSE AND SCOPE

The intent of this policy is to deter the misuse or abuse of legal or illegal substances that create a threat to the safety and health of any employee or member of the public. The Gilroy Police Department discourages alcohol and drug abuse and strives to achieve a workforce free from the influence of drugs and alcohol.

This policy is to work in concert with the City of Gilroy Charter and Human Resources Rules & Regulations.

1012.2 POLICY

The consumption of illegal drugs is strictly prohibited and the consumption of alcohol by on-duty personnel is generally prohibited except as necessary and expressly authorized in the performance of an official special assignment. Sworn officers who are authorized to consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance.

Personnel who have consumed an amount of an alcoholic beverage or taken any medication that would tend to adversely affect their mental or physical abilities shall not report for duty. Personnel shall notify the Watch Commander or appropriate supervisor as soon as they are aware that they will not be able to report to work. If personnel are unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner.

1012.2.1 PURCHASE OR POSSESSION OF DRUGS OR ALCOHOL ON-DUTY

Department employees shall not purchase or possess alcohol or other controlled substances on City property, at work, or while on-duty except in the performance of a special assignment as described in this policy.

Department employees shall not illegally manufacture any alcohol or drugs while on-duty, on City property or at any other time.

1012.2.2 USE OF PRESCRIBED MEDICATIONS

Any employee who is required to take any medication with side effects which might impair his/her ability to fully and safely perform all requirements of the position shall report the need for such medication to the immediate supervisor prior to commencing any on-duty status. No employee shall be permitted to work or drive a department-owned or department-leased vehicle while taking such potentially impairing medication without a written release from his/her physician.

Possession of medical marijuana or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

1012.3 GENERAL GUIDELINES

There may be available a voluntary Employee Assistance Program to assist employees who wish to seek help for alcohol and drug problems. There is also available a variety of insurance coverage

Gilroy Police Department

Gilroy PD Policy Manual

Drug- and Alcohol-Free Workplace

which provide treatment for drug and alcohol abuse. Employees may contact the Department of Human Resources, their insurance provider, or the Employee Assistance Program for additional information.

Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through the Employee Assistance Programs or their insurance provider. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

1012.3.1 USE OF MEDICATIONS

Members should avoid taking any medications that will impair their ability to safely and completely perform their duties. Any member who is medically required or has a need to take any such medication shall report that need to his/her immediate supervisor prior to commencing any on-duty status.

No member shall be permitted to work or drive a vehicle owned or leased by the Department while taking any medication that has the potential to impair his/her abilities, without a written release from his/her physician.

Possession of medical marijuana or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

1012.4 MEMBER RESPONSIBILITIES

If any personnel inform a supervisor that he/she has consumed any alcohol, drug or medication that could interfere with the safe and efficient performance of his/her duties, the employee may be required to obtain clearance from his/her physician before he/she continues to work.

If a supervisor reasonably believes, based upon objective facts, that any person's ability to perform his/her duties safely and efficiently may be impaired by the consumption of alcohol or other drugs, the supervisor may ask the person whether he/she has consumed any alcohol or other drugs and, if so the amount and type of alcohol or other drug consumed and the time of consumption, and the name of the person who prescribed the controlled substance.

If the supervisor reasonably believes, based on objective facts, that a person is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the person from continuing work and shall transport him/her or cause him/her to be transported safely away from the Department.

1012.5 EMPLOYEE ASSISTANCE PROGRAM

The Department may request an employee to submit to a screening test if the Department:

- (a) Reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing his/her ability to perform duties safely and efficiently.
- (b) Informs the employee of the specific facts supporting its belief and prepares a written record of those facts, and:

Gilroy Police Department
Gilroy PD Policy Manual

Drug- and Alcohol-Free Workplace

1. Informs the employee in writing whether the test will be for alcohol or drugs or both.
2. Informs the employee that the result of the test is not admissible in any criminal proceeding against him/her.
3. Informs the employee that he/she may refuse the test but that refusal may result in dismissal or other disciplinary action.

1012.5.1 ADDITIONAL SCREENING TESTS FOR OFFICERS

The Department may request an employee to submit to a screening test if the employee:

- (a) Is a law enforcement officer and, during the performance of his/her duties, discharges a firearm other than by accident.
- (b) During the performance of his/her duties, drives a motor vehicle in such a manner as to cause bodily injury to him/herself or another person or substantial damage to property.

1012.5.2 SCREENING TEST REFUSAL

An employee is subject to disciplinary action if he/she:

- (a) Fails or refuses to submit to a screening test as requested.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested by his/her appointing authority, that he/she took the controlled substance as directed, pursuant to a current and lawful prescription issued in his/her name.

1012.6 WORK RESTRICTIONS

The Department recognizes the confidentiality and privacy due employees. Disclosure of any information relating to chemical abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the employee involved or pursuant to lawful process. The written results of any screening test may be provided to the employee but will remain confidential and separate from the employee's other personnel files.

1012.7 REQUESTING SCREENING TESTS

The supervisor may request an employee to submit to a screening test under the following circumstances:

- (a) The supervisor reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing his/her ability to perform duties safely and efficiently.
- (b) The employee discharges a firearm, other than by accident, in the performance of his/her duties.

Gilroy Police Department
Gilroy PD Policy Manual

Drug- and Alcohol-Free Workplace

- (c) During the performance of his/her duties, the employee drives a motor vehicle and becomes involved in an incident that results in bodily injury to him/herself or another person, or substantial damage to property.

1012.7.1 SUPERVISOR RESPONSIBILITY

The supervisor shall prepare a written record documenting the specific facts that led to the decision to request the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

1012.7.2 SCREENING TEST REFUSAL

An employee may be subject to disciplinary action if he/she:

- (a) Fails or refuses to submit to a screening test as requested.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested, that he/she took the controlled substance as directed, pursuant to a current and lawful prescription issued in his/her name.
- (c) Violates in provisions of this policy.

1012.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the Department will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

1012.9 CONFIDENTIALITY

The Department recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained separately from the employee's other personnel files.

Vehicle Use

706.1 PURPOSE AND SCOPE

This policy establishes a system of accountability to ensure City-owned vehicles are used appropriately. For the purposes of this policy, "City-owned" includes any vehicle owned, leased or rented by the City.

706.2 USE OF VEHICLES

706.2.1 SHIFT ASSIGNED VEHICLES

Personnel assigned to routine scheduled field duties shall log onto the in-car computer inputting the required information when going on duty. If the vehicle is not equipped with a working in-car computer, they shall notify the Communications Center for entry of the vehicle number on the shift roster. If the employee exchanges vehicles during the shift, the new vehicle number shall be entered.

Employees shall be responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shift. Any previously unreported damage, mechanical problems, unauthorized contents or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

706.2.2 UNSCHEDULED USE OF VEHICLES

Personnel utilizing a vehicle for any purpose other than their normally assigned duties shall first notify the Watch Commander of the reasons for use and notify the Communications Unit with vehicle number, mileage, and operator ID. This section does not apply to personnel permanently assigned an individual vehicle (e.g., command staff, investigators, Property Evidence Technician, Station Sergeant, NRU Sergeant, etc).

706.2.3 UNDERCOVER VEHICLES

Unmarked units, if not assigned to an individual employee, shall not be used without first obtaining approval from the respective unit supervisor.

706.2.4 PARKING

City owned vehicles should be parked in their assigned stalls. Employees shall not park privately owned vehicles in any stall assigned to a City owned vehicle or in other areas of the parking lot not designated as a parking space unless authorized by a supervisor. Privately owned motorcycles shall be parked in designated areas.

706.2.5 INSPECTIONS

The interior of any vehicle that has been used to transport any person other than an employee should be inspected prior to placing another person in the vehicle and again after the person is removed. This is to ensure that unauthorized items have not been left in the vehicle.

706.3 USE OF VEHICLES

Gilroy Police Department

Gilroy PD Policy Manual

Vehicle Use

706.3.1 VEHICLES SUBJECT TO INSPECTION

All City owned vehicles are subject to inspection and or search at any time by a supervisor and no employee assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

706.4 SECURITY

Employees may take home City owned vehicles only with prior approval from their Division Commander and shall meet the following criteria:

- (a) Vehicles shall be locked when not attended.
- (b) All firearms and kinetic impact weapons shall be removed from the interior of the vehicle and placed in the trunk or secured in a locked container or properly secured in the residence when the vehicle is not attended (refer to Firearms policy § 312 regarding safe storage of firearms at home).

706.4.1 KEYS

All uniformed field personnel approved to operate marked patrol vehicles shall be issued their own personal unit key as part of their initial equipment distribution upon hiring. Personnel assigned a permanent vehicle shall be issued keys for their respective vehicle. The loss of any assigned key shall be promptly reported in writing through the employee's chain of command.

706.5 ENFORCEMENT ACTIONS

When driving an assigned vehicle to and from work outside of the jurisdiction of the Gilroy Police Department, an officer should consider available communications, officer safety, and the availability of assistance.

Officers driving marked vehicles shall be armed at all times.

Officers may render public assistance, e.g. to a stranded motorist, when deemed prudent.

706.6 MAINTENANCE

- (a) Each employee is responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicle.
 - 1. Employees may use the wash racks at the maintenance yard.
 - 2. Cleaning/maintenance supplies will be provided by the City.
- (b) Employees shall make daily inspections of their assigned vehicle for service/maintenance requirements and damage.
- (c) Supervisors shall make, at a minimum, monthly inspections of vehicles assigned to employees under their command to ensure the vehicles are being maintained in accordance with policy.
- (d) Routine maintenance and oil changes shall be done in accordance with the shop schedule. The vehicles will normally be serviced at the City maintenance shop.

Gilroy Police Department

Gilroy PD Policy Manual

Vehicle Use

1. When leaving a vehicle at the maintenance shop, the employee will complete a vehicle repair form explaining the service or repair and place them near the fleet white board in the PD parking garage.

706.6.1 ACCESSORIES AND/OR MODIFICATIONS

No modifications, additions or deletions of any equipment or accessories shall be made to the vehicle without written permission from the Police Department Fleet Manager.

706.7 VEHICLE DAMAGE, ABUSE AND MISUSE

When a City-owned vehicle is involved in a traffic collision or otherwise incurs damage, the involved member shall promptly notify a supervisor. Any traffic collision report shall be filed with the agency having jurisdiction.

When a collision involves a City vehicle or when a member of this department is an involved driver in a collision that occurs in this jurisdiction, and the collision results in serious injury or death, the California Highway Patrol should be summoned to investigate the collision.

The employee involved in the collision shall complete the City's vehicle collision form. If the employee is unable to complete the form, the supervisor shall complete the form.

Any damage to a vehicle that was not caused by a traffic collision shall be immediately reported during the shift in which the damage was discovered, documented in memorandum format and forwarded to the shift sergeant.

An administrative investigation will be conducted to determine if there is any vehicle abuse or misuse. If it is determined that misuse or abuse was a result of negligent conduct or operation, appropriate disciplinary action may result.

706.8 TOLL ROAD USAGE

Law enforcement vehicles are not routinely exempted from incurring toll road charges. Pursuant to the non-revenue policy of the toll roads, law enforcement agencies responding to an emergency or incident on the toll roads, while on duty, are exempt from paying the toll. Commuting, or returning to the City after an emergency does not qualify for this exemption and personnel using City owned vehicles are subject to the toll charge. To avoid unnecessary toll road violation charges, all employees operating a City owned vehicle upon the toll road shall adhere to the following:

- (a) All employees operating a City owned vehicle for any reason other than an initial response to an emergency shall stop and pay the appropriate toll charge. Employees may submit for reimbursement from the City for any toll fees.
- (b) All employees passing through the Toll Plaza or booth during a response to an emergency shall draft a memo to their respective Division Commander with five working days explaining the circumstances.

Promotional and Special Assignment Policy

1004.1 PURPOSE AND SCOPE

The purpose of this policy is to establish required and desirable qualifications for promotion within the ranks of the Gilroy Police Department.

1004.1.1 GENERAL REQUIREMENTS

The following conditions will be used in evaluating employees for promotion and special assignment:

- (a) Present a professional, neat appearance.
- (b) Members of the SWAT team must maintain a physical condition which aids in their performance. Members must also be able to satisfactorily complete a fitness test every six months.
- (c) Demonstrate the following traits:
 - 1. Emotional stability and maturity
 - 2. Stress tolerance
 - 3. Sound judgment and decision-making
 - 4. Personal integrity and ethical conduct
 - 5. Leadership
 - 6. Initiative
 - 7. Ability to confront and/or deal with issues both positive and/or negative
 - 8. Ability to conform to organizational goals and objectives.

1004.2 SWORN NON-SUPERVISORY SELECTION PROCESS

The following positions are considered Special Assignments and are not considered promotions:

- (a) Anti-Crime Team
- (b) Detective
- (c) K-9 Officer
- (d) School Resource Officer
- (e) Traffic Officer

1004.2.1 COLLATERAL SPECIAL ASSIGNMENTS

The following positions are considered collateral special assignments and are not considered promotions:

- (a) Mounted Unit

Gilroy Police Department

Gilroy PD Policy Manual

Promotional and Special Assignment Policy

- (b) Bike Field Operations
- (c) CIRT
- (d) MAIT
- (e) Firearms Training Staff
- (f) Defensive Tactics Instructor
- (g) Field Training Officer
- (h) Critical Incident Stress/Peer Support
- (i) Crime Scene Investigators
- (j) Arson Investigator
- (k) CPR/First Aid Instructor
- (l) Reserve Coordinator
- (m) Explorer Advisor

1004.2.2 DESIRABLE QUALIFICATIONS

The following qualifications will be considered:

- (a) Experience
- (b) Probationary status
- (c) Has shown an expressed interest in the position applied for
- (d) Education, training and demonstrated abilities in related areas; such as, enforcement activities, investigative techniques, report writing, public relations, etc.
- (e) Complete any training required by POST or law

1004.3 POSTING FOR SPECIAL ASSIGNMENT VACANCIES

Occasionally special assignment vacancies become known due to the natural rotation of department personnel back to Patrol. When anticipated vacancies in special assignments are known, the respective Division Commander or designee shall post those openings at least three months prior to the date of the anticipated vacancy.

1004.4 LENGTH OF ASSIGNMENT

A policy of rotation into department special assignments for a maximum period of time is essential to the overall effectiveness of the department and to the individual seeking to further his/her career goals. Further, it is felt that a minimum commitment to a special assignment is necessary to ensure continuity and stability within programs and to maximize the benefits of formal on-the-job training.

Gilroy Police Department

Gilroy PD Policy Manual

Promotional and Special Assignment Policy

Any deviation from the maximum or minimum tenures in a special assignment must be approved by the Chief of Police. Extensions may be granted annually if beneficial to the organization and the employee.

The following are the current minimum and maximum lengths of tenure for special assignments:

Special Assignment	Minimum	Maximum
Investigations Division	1 Year	5 Years
Station Sergeant	1 Year	5 Years
School Resource Officer	1 Year	5 Years
Motor/Traffic Officer	1 Year	5 Years
M.A.I.T.	1 Year	None
FTO	1 Year	None
Hostage Negotiations Team	1 Year	None
Defensive Tactics Instructor	1 Year	None
Firearms Instructor	1 Year	None
SOG	1 Year	None
Mounted Unit	1 Year	None
Bicycle Unit	1 Year	None

1004.5 APPOINTMENT PROCESS

The following criteria apply to Special Assignments:

- (a) The Special Assignment will be posted in accordance with section 1004.3.
- (b) Memorandums of interest will be requested as well as an example of the applicant's investigative work or other examples as deemed necessary by the Special Assignment supervisor.
- (c) The supervisor or designee for whom the candidate will work will schedule interviews with each candidate.
- (d) Based on Specialty Assignment supervisors' recommendations and those of the Division Commander after the interview, the Division Commander will submit his/her recommendation(s) to the Chief of Police.
- (e) A complete administrative evaluation as determined by the Chief of Police. This shall include a review of supervisors' recommendations. Each supervisor who has supervised or otherwise been involved with the candidate will submit these recommendations.
- (f) Appointment by the Chief of Police.

The policy and procedures for all positions may be waived for temporary assignments, emergency situations or for training.