

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF GILROY**

**AND THE**

**GILROY POLICE OFFICERS ASSOCIATION, INC.**

**POLICE UNIT**

**JULY 1, 201~~4~~6- JUNE 30, 201~~6~~8**

**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.

**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.

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

Section A. Salaries:

1. Effective the start of the pay period beginning July 1, 2016, the salaries for all bargaining unit members shall be increased by four (4%) percent. Salary schedules in effect on June 30, 2014 shall be increased by two (2%) percent effective July 1, 2014 for all bargaining unit members (Exhibit A)
2. Effective the start of the pay period beginning July 1, 2017, the salaries for all bargaining unit members (except those who are Y-rated) shall be increased by four (4%)Salary schedules in effective on June 30, 2015 shall be increased by two (2%) effective July 1, 2015 (Exhibit B).

Section B. Retirement Contribution:

**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
- 4<sup>th</sup> 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
- 4<sup>th</sup> 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 PEPRRA. 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

- 4<sup>th</sup> 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 C. 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 D. 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 E. 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) ~~UNET, 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

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

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 15<sup>th</sup> 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 F. Overtime:

- ~~1. Employees will be compensated at the rate of time and one-half (1.5) for hours worked in excess of forty (40) hours per week.~~
  - 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 twelve and a half (12.5) hours per day and/or thirty-seven and a half (37.5) hours per week with the exception of the workweek which contains the makeup day. The makeup hours do not count toward overtime. The 3-12.5 schedule is implemented pursuant to~~ the twenty-eight (28) day FLSA 7K work schedule identified in Section III. F. of the City of Gilroy HR Rules and Regulations.
4. 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 SCCSETUNET, shall have the option of accruing a maximum of eighty (80) hours. Bargaining unit members assigned to SCCSETUNET 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 SCCSETUNET.
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.

6. 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.

#### Section G. 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 H. 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).

#### Section I. Call Back Pay:

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.

In interpreting this section:

1. 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.
2. Any unscheduled event occurring after the employee has physically left work will be considered callback unless the Department has held the employee over.
3. The City has the option of holding over employees in lieu of call back for any length of time upon notification to the employee prior to the event/meeting.
4. If an employee is called back and any of the 3 hour minimum 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 J. Holiday Pay:

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

Section K. Bilingual Policy:

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 L. 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 off-duty canine care, and determined it to be four (4) 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 x 12 / 52 = 4).~~work 160 hours every four weeks and shall spend ten (10) of the 160 hours performing care and feeding functions. The ten (10) hours of time off to offset care and feeding time shall be allocated in one block of time over the four week period and shall be arranged with the supervisor in the same manner that discretionary time off is arranged.~~

~~It is the parties' intent that this ten (10) hour block of time will not create additional overtime liability under the Fair Labor Standards Act (FLSA) or Article IV section F of the Memorandum of Understanding (MOU).~~

~~Additional hours worked for canine care will not count as hours worked for purposes of calculating overtime under Article IV Section F. For example, if an officer in the K-9 Unit works a 4-10 schedule and an additional two and one half (2.5) hours per week to care for, train, and feed the assigned animal,~~

~~this additional time does not create overtime under the MOU.~~

### **Mounted**

Employees assigned to the Mounted Unit Program shall receive an additional ~~four~~ (24) hours per week of overtime (time and one-half) based on an hourly rate of \$16.21 per 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 x 12 / 52 = 4).~~compensation at the rate of \$19.33 per hour (which will be paid at an overtime rate of \$29.00 per hour). This compensation will be paid with the City's regular monthly payroll cycle in an amount of 8.67 hours per month (8.67 x 12 / 52 = 2).~~ This compensation is mutually acknowledged to cover the time required to care for, train, feed, etc. the employee's assigned horse.

### Section M. 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.

### Section N. 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 O. 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**

**1. Insurance.**

- a. The City shall provide a cafeteria program dollar contribution for each GPOA employee. The cafeteria plan contribution amount is established as of January 1, 2014 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, 2014 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, 2014 are:

Employee Only	\$685.70
---------------	----------

Employee + 1	\$1,351.62
Employee + 2 or more	\$1,723.67

- b. The contribution amounts include any mandatory PERS PEMHCA contribution and the mandatory Dental Contribution.
- c. The contribution amount that the employee qualifies to receive is based upon the number of individuals that the employee enrolls in a medical plan.
- d. 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.

e. The employee may waive medical coverage under this program and enroll in dental insurance provided they show proof of other medical insurance coverage. If the employee waives medical insurance then the employee is eligible to receive the employee only contribution in cash less the medical contribution required by CalPERS and less the dental premium. Beginning in the Fall of 2016, the Parties will meet to explore options for a replacement to the Cash in-Lieu of Medical Benefit. If, upon the issuance of a final decision in the Flores v. City of San Gabriel case, the parties have not reach agreement on a replacement benefit, the parties agree to reopen this MOU and to meet and confer with the goal of replacing the Cash-In-Lieu of Medical Coverage option with a benefit of similar value which will not impact employees' regular rate of pay pursuant to the Flores v. City of San Gabriel case. Applicable impasse dispute resolution procedures shall apply.

e.

f. 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:

1. Sworn Employees:

The City shall contribute up to twenty-four dollars and fifty cents (\$24.50) 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>
<b>1-5 Years</b>	<b>6.67 hours</b>	<b>80 hours</b>
<b>6-15 Years</b>	<b>10 hours</b>	<b>120 hours</b>
<b>More than 15 Years</b>	<b>13.33 hours</b>	<b>160 hours</b>

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.

~~With a minimum of two (2) weeks advance written notice and the approval of the CITY Administrator, an employee may be issued a salary advance equaling the accrued vacation. This paragraph shall apply to a minimum of one (1) week vacation or more.~~

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. ~~Public Safety, as defined by P.E.R.S (Public Employees' Retirement System), employees shall be granted sick leave as per Public Law Provisions~~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:



All CITY employees shall be granted up to three (3) non-chargeable bereavement leave days per fiscal year. Such leave shall not be cumulative. Bereavement leave may be taken when a death occurs in the employee's or the employee's spouse's immediate family. For the purpose of this section, immediate family is defined as: Parents, Brothers, Sisters, Spouses, Natural or Legally Adopted Children, Grandparents or Grandchildren. 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 (5 hours per month for fiscal years 2016-17 and 2017-18). However, This 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 leave 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. Each bargaining unit member will be credited with forty (40) additional hours of personal leave in fiscal years 201~~4~~<sup>6</sup>-1~~5~~<sup>7</sup> and 201~~5~~<sup>7</sup>-1~~6~~<sup>8</sup> only.

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.

**ARTICLE VII. MISCELLANEOUS**

Section A. Uniform Allowance:

Uniformed members of the Police Department shall receive:

- a. Initial uniform allowance of \$400.
- b. Sworn personnel shall receive \$100.00 per month, paid in a lump sum, paid between the First and the Fifteenth of July.
- c. Non-Sworn personnel shall receive \$66.67 per month, paid in a lump sum, paid between the First and the Fifteenth of July.
- d. Payments to non-sworn personnel shall be prorated on a monthly basis to entry into Police Service. Payments for sworn personnel shall also be prorated on a monthly basis.
- e. Personnel terminating employment shall reimburse the CITY for unearned uniform allowance at the appropriate monthly prorated amount.
- 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 Employee Organization regarding:

- suspension without pay, demotions or removals and/or;
- the interpretation or application of any Article in this Memorandum of Understanding (Agreement). , ~~shall be considered a "contract~~

grievance".

Any affected employee(s) may elect to process a "contract grievance" under the process set forth in the CITY Charter or the Human Resources Rules and Regulations. 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 be on a form provided by the CITY and 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 to arbitration 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 employee grievances **under this Article** shall be in writing, dated, and signed by the employee **or the Association.** and **Grievances concerning the interpretation or application of this Agreement** presented to his/her supervisor 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.**

The immediate supervisor(s) and each reviewing officer, thereafter, shall prepare a written report of the result of their efforts to solve this grievance.

1. Initially, all **written** grievances, **except written appeals of discipline (suspension without pay, demotions or removals), should shall be filed with** be directed to the immediate supervisor **within fifteen (15) calendar days following the event or events giving rise to the grievance.** for solution. 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** this employee-supervisor meeting does not answer or solve **resolve the grievance,** within ten (10) calendar days the employee's problem or complaint, the supervisor, at the employee's or Association's request, shall present **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 presentation shall be made in the presence of the employee or the employee's representative. The employee or his/her representative shall be allowed adequate time to present their his/her 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 within ten (10) calendar days 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. division head, at the employee's or Association's request, shall present the matter to the Chief of Police. This presentation shall be made in the presence of the employee. 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 within ten (10) calendar days at the Chief of Police (or designee) Department Head level, the whole matter, on the same basis, shall then be clearly presented in writing from 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, to must include the written responses received from the immediate supervisor, the division head (designee) and the Chief of Police (designee) 's decision. 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.

6.5. If the grievance an adequate solution to the matter is not resolved within ten (10) calendar days at the CITY Administrator level, the Association only may request, in writing to the CITY Administrator within ten (10) calendar days of the date of the CITY Administrator's written decision, that the whole matter, on the same basis, proceed to final and binding arbitration. An arbitrator shall be selected within 30 days.

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.

8.6. 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 of Removal, Suspension, or Demotion," and shall have authority to uphold, reduce or set aside the discipline including reinstatement and restoration of back salary.

9.7. 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.

10.8. The Arbitrator shall be selected by the alternative strike method from a list provided by the State Mediation and Conciliation Service or such other method as the parties may select. 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. The arbitrator shall be required to make dates available within 45 days of their selection. If they are unable to do so, another Arbitrator shall be selected. 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.

119. 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.

~~It is the intent of the parties to this Agreement to provide an alternative method of resolving employees grievances. Any dispute between CITY and an employee, or, between the CITY and the Employee Organization regarding:~~

- ~~• suspension without pay, demotions or removals and/or;~~
- ~~• the interpretation or application of any Article in this Memorandum of Understanding (Agreement), shall be considered a "contract grievance".~~

~~Any affected employee(s) may elect to process a "contract grievance" under the process set forth in the CITY Charter or the Human Resources Rules and Regulations. 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 be on a form provided by the CITY and shall contain an unequivocal and unconditional waiver of the 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 to arbitration under the 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 employee grievances shall be in writing, dated, and signed by the employee and presented to his/her supervisor and shall clearly set forth the basis for the grievance. The immediate supervisor(s) and each reviewing officer, thereafter, shall prepare a written report of the result of their efforts to solve this grievance.~~

~~1. Initially, all grievances should be directed to the immediate supervisor for solution.~~

~~2. In the event this employee-supervisor meeting does not answer~~



~~or solve within ten (10) calendar days the employee's problem or complaint, the supervisor, at the employee's or Association's request, shall present the matter to the division head or equivalent level management employee as designated by management as appropriate. The presentation shall be made in the presence of the employee or the employee's representative. The employee or his/her representative shall be allowed adequate time to present his/her side of the matter.~~

~~3. In the event the matter is not adequately resolved within ten (10) calendar days at the division head (or equivalent) level, the division head, at the employee's or Association's request, shall present the matter to the Chief of Police. This presentation shall be made in the presence of the employee. The employee shall be allowed adequate time to present his/her side of the matter.~~

~~4. In the event the matter is not adequately resolved within ten (10) calendar days at the Department Head level, the whole matter, on the same basis, shall then be clearly presented in writing from the employee or the Association to the CITY Administrator, to include the response received from the immediate supervisor and the Chief of Police's decision.~~

~~5. If an adequate solution to the matter is not resolved within ten (10) calendar days at the CITY Administrator level, the Association may request, in writing, that the whole matter, on the same basis, proceed to final and binding arbitration. An arbitrator shall be selected within 30 days.~~

~~6. 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 entitled "Causes of Removal, Suspension, or Demotion", and shall have authority to uphold, reduce or set aside the discipline including reinstatement and restoration of back salary.~~

~~7. 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.~~

~~8. The Arbitrator shall be selected by the alternative strike method from a list provided by the State Mediation and Conciliation Service or such other method the parties may select. 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. The Arbitrator shall be required to make dates available within 45 days of their selection. If they are unable to do so, another Arbitrator shall be selected.~~

~~The time limits set forth above may be waived but only by the mutual, written agreement of the City and the Grievant/Association.~~

~~9. 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 C, 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. In consideration of the work schedule changes noted above, regular GPOA members shall receive a one-time one thousand dollar (\$1,000.00) payment if the new work schedule is implemented on or before September 1, 2014. Payment shall be made in a check separate from regular payroll approximately two weeks following the implemented

schedule change.

5. 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.

6. 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.
7. 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 D.

Section L. Physical Fitness Program:

The Physical Fitness Program shall remain in effect for the term of this agreement. The Program document is attached and marked Exhibit E.

Section M. Substance Abuse Policy:

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

Section N. 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 O. Probationary Period

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

Section P. Detective/ACT Vehicles

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

Section Q. 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 R. Rotation of Special Assignment

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

Section S. 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 T. 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 U. Charter Amendment

The City Council shall not place before the voters nor support, any initiative measure to repeal, modify or change any portion of the Gilroy City Charter providing for binding interest arbitration for police officers employed by the City of Gilroy during the term of this agreement. The Union shall not seek to qualify for the ballot nor support any initiative measure to amend the Gilroy City Charter affecting labor relations or matters within the scope of representation during the term of this agreement.

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

Employees are paid monthly on the last weekday City Hall working day of the month. All unit employees shall enroll in direct deposit within sixty (60) days of ratification of this MOU or 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 W. 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 X. 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. Within thirty (30) days of this MOU becoming effective, the parties agree to begin meeting to discuss realignment of the MSO job classification, to include job description, title, wages, work hours, and benefits. The outcome of this discussion will not apply to employees currently classified as MSOs.~~

### 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, 201~~46~~, unless otherwise noted, and shall continue in full force and effect until midnight June 30, 201~~68~~. The ASSOCIATION shall provide the CITY with its proposals for the period beginning July 1, 201~~68~~ no later than April 1, 201~~68~~.

<u>For the City of Gilroy:</u>  <u>Signature/Date</u>	<u>For the Gilroy Police Officers Association:</u>  <u>Signature/Date</u>
<u>Charles Sakai, Chief Negotiator, Labor Negotiations Counsel, Renne Sloan Holtzman Sakai, Public Law Group, LLP</u>	<u>James Bickert, Chief Negotiator, Labor Negotiations Representative, Rains Lucia Stern, PC</u>
<u>LeeAnn McPhillips, Human Resources Director</u>	<u><del>John Ballard</del> <u>Brian Dutton</u>, GPOA President</u>
<u>Scot <del>Smith</del> <u>Kurt Svardal</u>, Police Captain</u>	<u><del>Brian Dutton</del> <u>Rob Basuingo</u>, GPOA</u>



	Treasurer
<del>Thomas J. Haglund</del> <u>Gabriel A. Gonzalez</u> , City Administrator	Jason Smith, GPOA Board Member

DRAFT