

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

THE CITY OF GILROY

AND

**THE GILROY POLICE OFFICERS
ASSOCIATION, INC.**

July 1, 2006 through June 30, 2009

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THE CITY OF GILROY
AND
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Exhibit I	Salary Tables for the Period July 1, 2006 - June 30, 2009 (4 pages)
Exhibit II	Record of Counseling Template
Exhibit III	Procedure Order 4.4 - Shift Selection
Exhibit IV	Physical Fitness Program Documents
Exhibit V	Substance Abuse Policy
Exhibit VI	Procedure Order 3.9 - Detective/ACT Vehicle Use
Exhibit VII	General Order 5.4 - Rotation of Special Assignments and Policy 1004 - Special Assignments

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

JULY 1, 2006- JUNE 30, 2009

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

Section C. Employee Rights Not Impaired:

The exercise of CITY management rights shall not preclude grievants from presenting a grievance in accordance with the Personnel 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:

Effective July 1, 2006, salaries shall be increased by two and one half (2.5%) percent for all unit personnel. Effective January 1, 2007, salaries shall be increased by one (1%) percent for all unit personnel. Effective July 1, 2007, salaries shall be increased by three (3%) percent for all unit personnel. Effective July 1, 2008, salaries shall be increased by two and one half (2.5%) percent for unit personnel. All of the above referenced salary increases are contained within the salary tables (4 pages) attached and marked Exhibit I.

Section B. Retirement Contribution:

1. The CITY shall pay employees retirement contributions at the rate of nine (9%) percent for personnel covered by this MOU. These payments will continue to be considered and will be reported to PERS as the employees contribution.
2. The City will report the employer paid member contribution (EPMC) to PERS as special compensation.

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 Colleges and Universities 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 Colleges and Universities or approved by P.O.S.T.

Section E. Master Officer Program

1. Effective January 1, 2007, 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).
 - 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. actively serving as an instructor in one or more of the areas listed below.
- (6) Three (3) years of qualifying time must be full-time specialties (per the list below).
- (7) Employee can simultaneously perform up to three (3) specialties.

3. Qualifying Specialties:

a. Full Time

- (1) Traffic
- (2) Detectives
- (3) UNET
- (4) RATTF
- (5) ACT
- (6) 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

c. Quarter Time

- (1) Defensive Tactics Instructor
- (2) Driving Instructor
- (3) Firearms 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 January 1 or July 1 depending on application date. Qualifications must be submitted before December 1 for January 1 implementation and June 1 for July 1 implementation. Note: Initial

qualification period deadline for paperwork submittal is December 15, 2006.

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. 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. Paid time off shall count as hours worked for overtime calculation purposes.

"outside assignment" means overtime that is work at special events where the event's sponsor reimburses the City for its overtime expenses.

3. 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.

4. 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.

5. 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, pager 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).

Training of employees (other than reserve officers) is done in focused "segment blocks" of 40-120 hours. The officer assigned as an FTO and tasked to provide a "segment" of training (minimum of 40 hours) will be paid 5% of the officer's base pay for all of the pay periods where the majority of training hours takes place. If an officer serving in the role of an FTO exceeds 120 hours in a pay period, that FTO will receive 5% of base for the following pay period.

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 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:

Employees assigned to the K-9 or Mounted Unit Program shall receive an additional two (2) hours per week of compensation at straight time rate. This compensation is mutually acknowledged to compensate for additional time required to care for, train, feed, etc. the employees assigned animal.

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

Unit employees that are fifty or more years old and retire from City service on or after July 1, 2001 (a PERS annuitant) with a minimum of fifteen years service with the City shall be eligible to receive the following post-retirement benefit until reaching the age of sixty-five (65).

Retirees eligible under this program shall receive \$15 per month per year of City of Gilroy service not to exceed \$300 per month.

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

Section A: Medical and Dental Insurance:

1. City Contributions.

A. Effective January 1, 2007, the City shall contribute up to the following amounts to each employee in this Unit for the purpose of purchasing health insurance type benefits:

Employee Only	\$487.31
Employee + 1	\$960.57
Employee + 2 or more	\$1,224.98

The above contribution amounts include the mandatory PERS Public Employees Medical and Hospital Care Act ("PEMHCA") contribution and mandatory Delta Dental contribution (GPOA Delta Dental PPO [Preferred Provider Organization] Plan).

B. Effective January 1, 2008, the City contribution shall increase up to the following amounts to each employee in this Unit for the purpose of purchasing health insurance type benefits:

Employee Only	\$511.68
Employee + 1	\$1,008.60
Employee + 2 or more	\$1,286.23

The above contribution amounts include the mandatory PERS PEMHCA contribution and the mandatory Delta Dental contribution (GPOA Delta Dental PPO [Preferred Provider Organization] Plan).

C. Effective January 1, 2009, the City shall contribute up to the following amounts to each employee in this Unit for the purpose of purchasing health insurance type benefits:

Employee Only	\$537.26
Employee + 1	\$1,059.03
Employee + 2 or more	\$1,350.54

The above contribution amounts include the mandatory PERS PEMHCA contribution and the mandatory Delta Dental contribution (GPOA Delta Dental PPO [Preferred Provider Organization] Plan).

2. The contribution amount that the employee qualifies to receive is based upon the number of individuals that the employee enrolls in a medical plan (i.e., Employee Only, Employee plus One, or Family).
3. Employees may also purchase other insurance benefits through the § 125 Plan and have the cost of those benefits deducted from their paycheck.
4. The employee may waive medical insurance under this program provided they show proof of other medical coverage. Dental coverage cannot be waived. The employee must enroll himself or herself, along with qualifying dependents, in the Delta Dental plan.
5. If an employee waives medical benefits pursuant to Paragraph 4, above, the employee may purchase other insurance benefits with any remaining § 125 contribution amount. Effective upon adoption of this agreement, the employee can also opt to receive a cash payment for up to the employee only contribution less the medical contribution allocation required by CalPERS and the Delta Dental Contribution.
6. The parties share an interest in addressing the increase in the cost of PEMHCA benefits. To that end, the parties agree that the City may contract with different health benefit providers, consortia, or groups to provide health coverage that is equivalent to that provided under PEMHCA. If either the benefits provided or the rate structure in place between active and retired employees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the Association prior to contracting with the alternate provider, consortia, or group.

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 sixteen dollars and fifty cents (\$16.50) per employee per month toward the Long Term Disability Insurance Program currently offered through the Association for unit members. The City will pay increases in the Long Term Disability Insurance Program not to exceed a total contribution of twenty dollars and fifty cents (\$20.50) per employee per month.

ARTICLE VI. LEAVES

Section A. Vacation:

Every full time employee who shall have been in the service of the CITY for one year shall annually be allowed vacation leave of ten (10) eight (8) hour days accumulated at the rate of zero point eight three (0.83) days per month. After five (5) years, vacation leave shall commence accumulating at the rate of one point two five (1.25) days per month, fifteen (15) working days per year. After fifteen (15) years, vacation leave shall accumulate at the rate of one point six seven (1.67) days per month, twenty (20) working days per year. Vacation schedules shall be posted annually in each department. 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. For Department Heads, approval of the CITY Administrator is required.

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.

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 Personnel 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 Personnel 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.
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. Emergency Leave:

An employee may be granted emergency leave by the Department Head up to, but not to exceed, five (5) days per 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 48 hours per fiscal year, however, 50 hours shall be granted if the employee is working a 4-10 work schedule.

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. It is understood that employees working 4 - 10 schedules will receive three ten hour days in bereavement leave.

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. Holidays:

The legal holidays observed by the CITY shall include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day following Thanksgiving, Christmas Day plus two floating holidays which will be credited in the form of two additional personal leave days effective July 1st of each year as floating holiday compensation.

Section H. 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 I. Unauthorized Absences:

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

Section J. 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 K. Personal Leave:

Each employee will be granted Personal Leave annually. This leave is credited and available to the employee on July 1 of each year; it is not cumulative. The amount of Personal Leave authorized is 16 hours per year or, for personnel working a 4-10 schedule, 20 hours per year.

Section L. 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. This increase is effective July 1, 2006.
- c. Non-Sworn personnel shall receive \$66.67 per month, paid in a lump sum, paid between the First and the Fifteenth of July. This increase is effective July 1, 2006.

- 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 hired on or after July 1, 1983, 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.

For example, an employee attending a 5 day school occurring Monday-Friday will receive the preceding Sunday and the succeeding Saturday off for that week. Employees attending school on their days off for less than a 5-day, 40 hour school will be given the same number of days off, on a day-for-day basis, (for example, if attending a 3-day/24 hour school, the employee will work one additional 10 hour work day during the work week and then get three days off. The employee will not owe the City/Department 6 hours of time using this example.) within the same Fair Labor Standards Act (FLSA) cycle at straight time. If days off cannot be scheduled, the employee will receive compensation at the time-and-a-half (1-1/2) rate.

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. 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 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 Personnel 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, although not discipline, may also be appealed pursuant to this Section.

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 II, is the template for a Record of Counseling.

Section I. PERS:

Retirement plan options for all employees covered by this MOU shall be those in effect under the current 3% at 50 retirement plan, including the credit for unused sick leave option, the single highest year option, and the PERS 1959 Survivors Benefit Level IV.

Section J. Work Schedules:

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

1. 4-10 Plan. All sworn employees assigned to the Patrol Division shall work on a weekly basis of ten (10) hours per day, four (4) days per week, otherwise known as the 4-10 plan.

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 other Multi-Service Officers shall continue to work a 4-10 schedule (10 hours of work plus a 30 minute duty free lunch) for term of the Agreement unless:
 - a. The CITY gives 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).

The City and the Association shall evaluate the need for a duty-free lunch as part of the MSO work schedule during the period between January 1, 2007 and December 31, 2007. Anytime between July 1, 2007 and December 31, 2007 the Association may re-open discussions on this aspect of the MSO work schedule.

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.

Section K. 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 L. Shift Selection:

Shift selection shall be in accordance with Department Procedure Order 4.4. Procedure Order 4.4 is attached and marked Exhibit III.

Section M. Council Packets:

The Gilroy Police Officers Association shall be entitled one copy of the CITY Council packet for each Council meeting.

Section N. 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 IV.

Section O. Substance Abuse Policy:

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

Section P. 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 Q. Probationary Period

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

Section R. Detective/ACT Vehicles

Procedure Order 3.9 guides the use of Detective and ACT vehicles. A copy is attached and marked Exhibit VI.

Section S. 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 T. Rotation of Special Assignment

The rotation of special assignments shall follow General Order No. 5.4 and Policy No. 1004. A copy of General Order No. 5.4 and Policy 1004 are attached and marked Exhibit VII.

Section U. 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 V. Lost or Damaged Equipment

In an effort to be consistent with what is practiced by all City Departments, and by mutual agreement with the Gilroy Police Officers Association, the City of Gilroy Police Department will discontinue the long standing practice of requiring employees to reimburse the City of Gilroy for City issued equipment they have lost and/or damaged due to negligence and/or misuse.

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.

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:

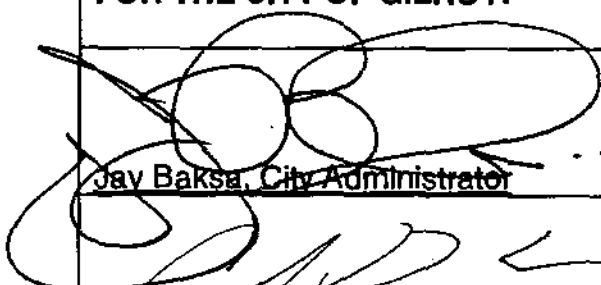
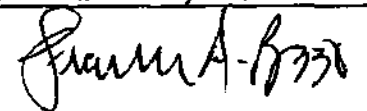
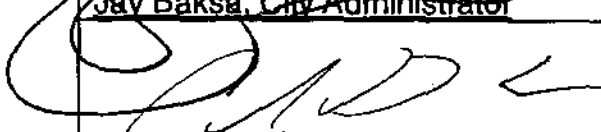
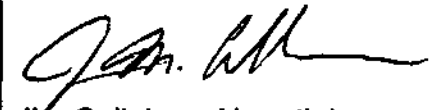

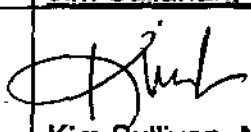
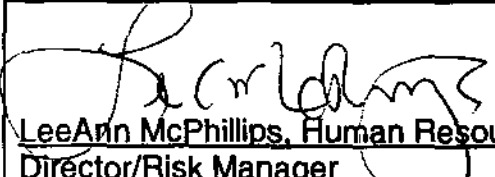
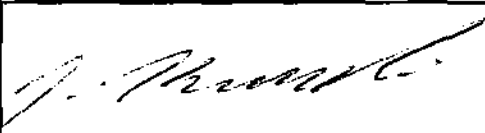
Upon request by the City, the City and Union agree to reopen negotiations on the revised Human Resources Rules and Regulations to address any substantive changes to the Human Resources Rules and Regulations occasioned by parallel negotiations with AFSCME and IAFF. GPOA shall be provided with an opportunity 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, 2006, unless otherwise noted, and shall continue in full force and effect until midnight June 30, 2009. The ASSOCIATION shall provide the CITY with its proposals for the period beginning July 1, 2009 no later than April 1, 2009.

FOR THE CITY OF GILROY:	FOR THE GILROY POLICE OFFICERS ASSOCIATION, INC.:
 Jay Baksa, City Administrator	 Frank Bozzo, Chief Negotiator
 Charles Sakai, Chief Negotiator/Counsel to the City of Gilroy	 Jim Callahan, Negotiator
 Larry Brown, Assistant Police Chief	 Kim Sullivan, Negotiator
 LeeAnn McPhillips, Human Resources Director/Risk Manager	 Jason Kadluboski, Negotiator

Dated: 3-8-2007

**POLICE UNIT
SALARY SCHEDULE
(Effective July 1, 2006)
(2.5% Increase)**

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Police Sergeant	700	SP35	6,855.17 82,262	7,198.08 86,377	7,557.25 90,687	7,936.17 95,234	8,332.17 99,986
Police Corporal	701	SP33	6,183.58 74,203	6,492.08 77,905	6,816.67 81,800	7,158.50 85,902	7,516.17 90,194
Police Officer	702	SP32	5,776.83 69,322	6,065.67 72,788	6,369.08 76,429	6,686.92 80,243	7,021.83 84,262
Multi-Service Officer	751	NP30	5,359.58 64,315	5,627.17 67,526	5,909.42 70,913	6,204.58 74,455	6,514.83 78,178

NP = Non-Sworn Personnel Classifications

SP = 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).

NP Classes receive \$800.00 per year uniform allowance.

SP Classes receive \$1,200.00 per year uniform allowance.

SP/SOG 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

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

1.5% Educational incentive available for 60 college semester units or Intermediate POST Certificate.

(Maximum educational total: 5%)

NOTE: The Pentamation system calculates salary increases on an annual basis.

The monthly salaries provided above are rounded figures.

**POLICE UNIT
SALARY SCHEDULE
(Effective January 1, 2007)
(1% Increase)**

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Police Sergeant	700	SP35	6,923.75 83,085	7,270.08 87,241	7,632.83 91,594	8,015.50 96,186	8,415.50 100,986
Police Corporal	701	SP33	6,245.42 74,945	6,557.00 78,684	6,884.83 82,618	7,230.08 86,761	7,591.33 91,096
Police Officer	702	SP32	5,834.58 70,015	6,126.33 73,516	6,432.75 77,193	6,753.75 81,045	7,092.08 85,105
Multi-Service Officer	751	NP30	5,413.17 64,958	5,683.42 68,201	5,968.50 71,622	6,266.67 75,200	6,580.00 78,960

NP = Non-Sworn Personnel Classifications
SP = 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).

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SP Classes receive \$1,200.00 per year uniform allowance.

SP/SOG 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

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

1.5% Educational incentive available for 60 college semester units or Intermediate POST Certificate.

(Maximum educational total: 5%)

NOTE: The Pentamation system calculates salary increases on an annual basis.

The monthly salaries provided above are rounded figures.

**POLICE UNIT
SALARY SCHEDULE
(Effective July 1, 2007)
(3% Increase)**

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Police Sergeant	700	SP35	7,131.50 85,578	7,488.17 89,858	7,861.83 94,342	8,256.00 99,072	8,668.00 104,016
Police Corporal	701	SP33	6,432.75 77,193	6,753.75 81,045	7,091.42 85,097	7,447.00 89,364	7,819.08 93,829
Police Officer	702	SP32	6,009.58 72,115	6,310.08 75,721	6,625.75 79,509	6,956.33 83,476	7,304.83 87,658
Multi-Service Officer	751	NP30	5,575.58 66,907	5,853.92 70,247	6,147.58 73,771	6,454.67 77,456	6,777.42 81,329

NP = Non-Sworn Personnel Classifications

SP = 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).

NP Classes receive \$800.00 per year uniform allowance.

SP Classes receive \$1,200.00 per year uniform allowance.

SP/SOG 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

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

1.5% Educational incentive available for 60 college semester units or Intermediate POST Certificate.

(Maximum educational total: 5%)

NOTE: The Pentamation system calculates salary increases on an annual basis.

The monthly salaries provided above are rounded figures.

**POLICE UNIT
SALARY SCHEDULE
(Effective July 1, 2008)
(2.5% Increase)**

Job Classification Title	Job Class/ Salary Range		Step A	Step B	Step C	Step D	Step E
Police Sergeant	700	SP35	7,309.75 87,717	7,675.33 92,104	8,058.42 96,701	8,462.42 101,549	8,884.67 106,616
Police Corporal	701	SP33	6,593.58 79,123	6,922.58 83,071	7,268.67 87,224	7,633.17 91,598	8,014.58 96,175
Police Officer	702	SP32	6,159.83 73,918	6,467.83 77,614	6,791.42 81,497	7,130.25 85,563	7,487.42 89,849
Multi-Service Officer	751	NP30	5,715.00 68,580	6,000.25 72,003	6,301.25 75,615	6,616.00 79,392	6,946.83 83,362

NP = Non-Sworn Personnel Classifications
SP = Sworn Personnel Classifications

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

SWORN PERSONNEL

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(Maximum educational total: 7.50%)

NON-SWORN PERSONNEL

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1.5% Educational incentive available for 60 college semester units or Intermediate POST Certificate.

(Maximum educational total: 5%)

NOTE: The Pentamation system calculates salary increases on an annual basis.

The monthly salaries provided above are rounded figures.



Police Department

7301 Hanna Street
GILROY, CALIFORNIA
95020

EXHIBIT II

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

Gregg Giusiana
POLICE CHIEF

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: _____

**PROCEDURE ORDER PO- 4.4
SHIFT SELECTION
ADOPTED: NOVEMBER 13, 1997
REVISED: NONE**

**BY ORDER OF
GREGORY J. GIUSIANA
CHIEF OF POLICE**

PURPOSE:

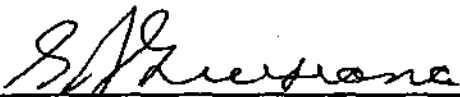
The Gilroy Police Department understands that shift work can create hardships on employees and that constant changing of work shifts can affect the efficiency of employees. It is the desire of the department to stabilize, to the extent possible, the work hours of its employees. The department further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

PROCEDURE:

- I. 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.
- II. Employees assigned to patrol will select their team on a seniority basis within their respective ranks.
- III. 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.
- IV. 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.

- V. 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.
- VI. 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.
- VII. When exceptions are made to the seniority bidding process, they shall be made in such a way as to minimize the impact on seniority.
- VIII. The department retains the exclusive right to determine team and shift staffing levels consistent with the provisions of the MOU.

By order of:



Gregory J. Giusiana
Chief of Police

EXHIBIT IV

LeeAnne McPhillips
7351 Rosanna St
Gilroy Calif.
95020

Dear Leanne,

I have acted as a personal trainer for the past 10 years and am certified by Aerobic Pipeline.

Since 1995 I have acted as the facilitator for the Gilroy Police Departments Bi-annual Fitness Incentive Program testing when it was administered by Bill Perkins of Gavilan College. When Bill left in 1999 I assumed his position.

The testing is done twice a year (Sept/Oct and Mar/Apr) for the Sworn Officers and MSO's. However, non-sworn employees are not discouraged from participating. Only the Sworn Officers and MSO's are able to accrue Compensatory time off 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 hrs of Compensatory time off every six months (20 and 40 hrs annually) simply by maintaining a fitness level which is determined by the number of points acquired by completing 7 fitness events. These events include: 1) Resting heart rate; 2) Resting blood pressure; 3) Percent body fat; 4) 1.5 mile walk/run; 5) Flexibility; 6) Sit-ups; 7) Pushups.

Within the "Improvement" category an employee can earn Compensatory time off by consistently improving every six months.

If you have any further questions please feel free to contact me. Thanks.

Sincerely,

Noel Provost

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 28 total points or above. The higher the points earned, the higher the hours off awarded.

<u>Points</u>	<u>Maintenance Program</u>
40	20 hours Compensatory time off
39	20
38	20
37	20
36	20
35	20
34	18
33	16
32	14
31	12
30	12
29	10
28	10

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

<u>Points</u>	<u>Improvement Program</u>
27	3 point increase = 5 hours / 6 point increase = 10 hours
26	3 point increase = 5 hours / 6 point increase = 10 hours
25	3 point increase = 5 hours / 6 point increase = 10 hours
24	3 point increase = 5 hours / 6 point increase = 10 hours
23	3 point increase = 5 hours / 6 point increase = 10 hours
22	3 point increase = 5 hours / 6 point increase = 10 hours
21	3 point increase = 5 hours / 6 point increase = 10 hours
20	2 point increase = 5 hours / 4 point increase = 10 hours
19	2 point increase = 5 hours / 4 point increase = 10 hours
18	2 point increase = 5 hours / 4 point increase = 10 hours
17	2 point increase = 5 hours / 4 point increase = 10 hours
16	2 point increase = 5 hours / 4 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
9	2 point increase = 5 hours / 4 point increase = 10 hours
8	2 point increase = 5 hours / 4 point increase = 10 hours

WHAT IS BODY FAT PERCENTAGE?

Body fat percentage is the percentage of fat in your body. Until now, your absolute weight has determined whether or not you were considered obese. In recent years, however, the definition of obesity has been refined to mean the presence of excess body fat. If the body fat percentage of a man exceeds 30% of his total weight, or that of a woman exceeds 35% of her total weight, he or she is considered to be obese. Too much body fat has been linked to conditions such as high blood pressure, heart disease, diabetes, cancer, and other disabling conditions.

	Healthy body fat range	
	Under 30 yrs old	Over 30 yrs old
males	14% - 20%	17% - 23%
females	17% - 24%	20% - 27%

BODY FAT PERCENTAGE MEASUREMENT

This system uses the BIA (Bioelectrical Impedance Analysis) technique. In this method, a low frequency electrical current is passed through the body. It is difficult for a current to flow through fat in the human body, but easy to flow through moisture in the muscle. The difficulty with which a current flows through a substance is called electrical resistance. So the amount of fat in the body can be estimated by measuring the electrical resistance. The current used for measurement is very low, making it safe and imperceptible.

BODY FAT PERCENTAGE FLUCTUATIONS IN A DAY

For the most accurate reading, a person should measure body fat percentage in the evening before sleeping because electrical resistance usually increases during sleep and decreases while the body is active. While readings taken at other times of the day may not have the same absolute value, they are accurate for determining the percentage of change as long as the reading is done at a consistent time each day.

Besides the basic cycle of fluctuations in the daily body fat percentage, variations may be caused by changes of moisture content in the body due to eating, drinking, menstruation, urination, illness, exercising, and bathing. Daily body fat percentage fluctuation is unique for each person, and depends upon their electrical resistance cycle, life style, job, and activities.

ADVANTAGES OF THIS SYSTEM

Previously, body fat percentage was determined by measuring the thickness of subcutaneous fat by pinching it with calipers, or by laying a person on a scanning bed and passing a current from hand to foot. However, these methods had problems; measurement values varied, professional skills were required, and extensive time was required for measurement. Currently, the standard method of fat percentage measurement is the underwater weighing method.

Based on data from both the underwater weighing and DEXA (dual energy x-ray absorbsiometry) methods of measuring, this system has established a formula for estimating the body fat percentage. There is a high correlation between measurements taken with this system and those obtained through the underwater weighing and DEXA methods.

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

AGE GROUP 20 YRS TO 29 YRS

1) RESTING HEART RATE: _____ YOUR SCORE: _____

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

2) RESTING BLOOD PRESSURE: _____ YOUR SCORE: _____

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

3) PERCENT BODY FAT: _____ YOUR SCORE: _____

fit score	males	females
5	≤ 11.9	≤ 15.0
4	12.0 - 16.1	15.1 - 20.0
3	16.2 - 20.0	20.1 - 24.6
2	20.1 - 25.4	24.7 - 30.0
1	≥ 25.5	≥ 30.4

4) 1.5 MILE WALK/RUN: _____ YOUR SCORE: _____

fit score	males	females
10	≤ 11:29	≤ 13:39
8	11:30 - 12:09	13:40 - 15:09
6	12:10 - 13:24	15:10 - 15:54
4	13:25 - 14:29	15:55 - 17:54
2	≥ 14:30	≥ 17:55

5) FLEXIBILITY: _____ YOUR SCORE: _____

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

6) SITUPS: _____ YOUR SCORE: _____

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

7) PUSHUPS: _____ YOUR SCORE: _____

fit score	males	females
5	≥ 40	≥ 25
4	34 - 39	20 - 24
3	27 - 33	14 - 19
2	21 - 26	9 - 13
1	0 - 20	0 - 8

TOTAL SCORE: _____

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

AGE GROUP 30 YRS TO 39 YRS

1) RESTING HEART RATE: _____ YOUR SCORE: _____

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

2) RESTING BLOOD PRESSURE: _____ YOUR SCORE: _____

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

3) PERCENT BODY FAT: _____ YOUR SCORE: _____

fit score	males	females
5	≤ 14.9	≤ 16.8
4	15.0 - 18.6	16.9 - 21.1
3	18.7 - 21.8	21.2 - 25.0
2	21.9 - 25.9	25.1 - 30.6
1	≥ 26.0	≥ 30.7

4) 1.5 MILE WALK/RUN: _____ YOUR SCORE: _____

fit score	males	females
10	≤ 11:49	≤ 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

5) FLEXIBILITY: _____ YOUR SCORE: _____

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

6) SITUPS: _____ YOUR SCORE: _____

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

7) PUSHUPS: _____ YOUR SCORE: _____

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

TOTAL SCORE: _____

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

AGE GROUP 40 YRS TO 49 YRS

1) RESTING HEART RATE: _____ YOUR SCORE: _____

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

2) RESTING BLOOD PRESSURE: _____ YOUR SCORE: _____

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

3) PERCENT BODY FAT: _____ YOUR SCORE: _____

fit score	males	females
5	≤ 16.7	≤ 19.9
4	16.8 - 20.4	20.0 - 24.1
3	20.5 - 23.4	24.2 - 27.5
2	23.5 - 27.2	27.6 - 31.5
1	≥ 27.3	≥ 31.6

4) 1.5 MILE WALK/RUN: _____ YOUR SCORE: _____

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

5) FLEXABILITY: _____ YOUR SCORE: _____

fit score	males	females
5	≥ 15.50	≥ 16.25
4	13.75 - 15.25	14.50 - 16.00
3	11.75 - 13.50	12.50 - 14.25
2	10.25 - 11.50	10.50 - 12.25
1	≤ 10.00	≤ 10.25

6) SITUPS: _____ YOUR SCORE: _____

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

7) PUSHUPS: _____ YOUR SCORE: _____

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

TOTAL SCORE: _____

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

AGE GROUP 50 YRS TO 59 YRS

1) RESTING HEART RATE: _____ YOUR SCORE: _____

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

2) RESTING BLOOD PRESSURE: _____ YOUR SCORE: _____

fit score	males		females	
	systolic	diastolic	systolic	diastolic
5	≤ 116	≤ 78	≤ 110	≤ 70
4	117 - 122	79 - 80	111 - 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

3) PERCENT BODY FAT: _____ YOUR SCORE: _____

fit score	males	females
5	≤ 18.1	≤ 23.1
4	18.2 - 21.7	23.2 - 27.3
3	21.8 - 24.7	27.4 - 30.7
2	24.8 - 28.3	30.8 - 34.9
1	≥ 28.4	≥ 35.0

4) 1.5 MILE WALK/RUN: _____ YOUR SCORE: _____

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

5) FLEXIBILITY: _____ YOUR SCORE: _____

fit score	males	females
5	≥ 15.25	≥ 16.00
4	13.50 - 15.00	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

6) SITUPS: _____ YOUR SCORE: _____

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

7) PUSHUPS: _____ YOUR SCORE: _____

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

TOTAL SCORE: _____

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., methodone, 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 Amphetamine Metham	300
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.

PROCEDURE ORDER PO - 3.9
USE OF CITY VEHICLES BY ACT & INVESTIGATIONS
ADOPTED: DRAFT #2(08/20/01)
REVISED: NONE

BY ORDER OF
GREGORY J. GIUSIANA
CHIEF OF POLICE

PURPOSE:

The Anti-Crime Team (ACT), and Investigations Unit personnel are subject to call out to assist with major investigations. For the purposes of this policy both Investigations Unit Personnel, and ACT Personnel will be referred to as investigators. In order to accommodate the investigators, and assist in a more expedient response to major crime scenes the department allows the personnel from these units to take their assigned vehicles home. The following procedure will act as a guideline in the use of these take home vehicles.

PROCEDURE:

1. For an investigator to be eligible to take his/her vehicle home, they must live within reasonable proximity to the City. This is considered to be within approximately 25 miles from the Gilroy Police Department.
2. Investigators with take home cars should not use these cars as their primary means of transportation during off duty hours. It is understood that at times officers may use their cars to complete some personal business within approximately a 25 mile radius from the Gilroy Police Department while traveling to or from home and work.

By Order Of:



Gregory J. Giusiana
Chief of Police

GENERAL ORDER: 5.4
ROTATION OF SPECIAL ASSIGNMENTS

ADOPTED: MARCH 15, 1994

REVISED: AUGUST 5, 2001

BY ORDER OF
GREGORY J. GIUSIANA
CHIEF OF POLICE

POLICY

A policy of rotation into department specialties for a maximum period of time is essential to the overall effectiveness of the department and to the individual employee seeking to further his/her career goals.

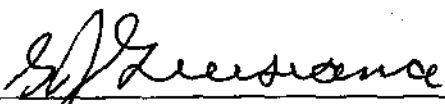
In addition, it is felt that a minimum commitment to specialty appointments is necessary to ensure continuity and stability within programs and to maximize the benefits of formal and on-the-job training.

The minimum time requirement for all specialty assignments is one (1) year. Each extension beyond the minimum time commitment will be considered if beneficial to the organization and mutually agreeable to the employee and staff. Extensions will be granted in one year increments, with a maximum assignment of five (5) years.

Any deviation from the maximum or minimum tenures in a specialty will be subject to approval by the Chief of Police. The department's intent is to provide for maximum rotation of personnel through specialties while maintaining optimum effectiveness.

Part time specialties (i.e. MAIT, SOG, CIRT, Mounted, Bicycles) will have the same criteria as above with the exception that there will be no maximum tenure for these assignments.

By order of:



Gregory J. Giusiana
Chief of Police

Section

1004

GILROY POLICE DEPARTMENT

Special Assignments

1004.1 PURPOSE AND SCOPE

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

1004.11 GENERAL REQUIREMENTS

The following conditions will be used in evaluating a member of the Gilroy Police Department for special assignments.

- (a) Presents a professional, neat appearance.
- (b) The member maintains a physical condition, which aids in their performance.
- (c) Demonstrates:
 - 1. Emotional stability and maturity;
 - 2. Sound judgment and decision making;
 - 3. Personal integrity;
 - 4. Honesty;
 - 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

1004.21 SPECIAL ASSIGNMENTS

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

- (a) Anti Crime Team
- (b) Investigator
- (c) K-9 Officer
- (d) School Resource Officer
- (e) D.A.R.E. Officer
- (f) Traffic Officer

GILROY POLICE DEPARTMENT

Special Assignments

1004.22 COLLATERAL SPECIAL ASSIGNMENTS

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

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

1004.23 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 shall post those openings at least two 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

Special Assignments

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
Administration Sergeant	1 year	5 years
School Resource Officer	1 year	5 years
Traffic Team	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) 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.
- (b) The supervisor for whom the candidate will work may schedule interviews with each candidate.
- (c) Based on 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.
- (d) Appointment by the Chief of Police.

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