

Gridley City Council – Regular Meeting Agenda

Monday, June 20, 2022; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

“Our purpose is to continuously enhance our community’s vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives.”

The Public is encouraged to attend and participate in person. Comments from the public on agenda items will be accepted until 4 pm on June 20th, 2022, via email to csantana@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration.

You may view using the following link, ID, and passcode:

<https://us06web.zoom.us/j/83651761818?pwd=djd5RXVKYjVMVFZ6RW9XUjdlcXpFQT09>

Webinar ID: 836 5176 1818

Passcode: 527082

OR

Call-in using one of the following numbers, and the above ID and passcode:

1-(253) 215-8782

1-(720) 707-2699

To make a public comment during the Community Participation Forum or during the public portion of any agenda item, use the ‘raise hand’ feature and you will be called on when it’s your turn to speak.

CALL TO ORDER - Mayor Johnson

ROLL CALL

PLEDGE OF ALLEGIANCE – Vice Mayor Farr

INVOCATION – None

PROCLAMATION - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES

- Valerie Schneider, Recreational Aide
- Sandra Sanford, Recreational Aide

COMMUNITY PARTICIPATION FORUM - *Members of the public may address the City Council on matters not listed on the agenda. The City Council may not discuss nor take action on any*

community participation item brought forward by a member of the community. Comments are requested to be limited to three (3) minutes.

CONSENT AGENDA

1. City Council Minutes Dated May 25th, May 26th, May 27th, June 6th, and June 9th, 2022
2. Resolution No. 2022-R-017, 2022-R-018 and 2022-R-019: Resolutions adopting the Construction and Long-Term Monitoring Policies and Procedures, Environmental Policies and Procedures and the Underwriting Policies and Procedures for the CDBG-Disaster Recovery Multi Housing Program to complete the due diligence process
3. Resolution No. 2022-R-20: A resolution to allow City Staff to submit the SB1 Project List to State California Transportation Commission (CTC) and authorizing the City Administrator to include in Fiscal Year 2022-2023 CIP Budget, the projects to be funded with SB1 - Road Maintenance and Rehabilitation Account revenues
4. Resolution No. 2022-R-021: A Resolution of the City Council of the City of Gridley approving the Memorandum of Understanding between the Gridley Police Officers Association and the Gridley City Council
5. Resolution No. 2022-R-022: A Resolution of the City Council of the City of Gridley approving the Memorandum of Understanding between the International Brotherhood of Electric Workers Local 1245 Employees and the Gridley City Council
6. Resolution No. 2022-R-023: A Resolution of the City Council of the City of Gridley adjusting compensation for Management, Mid-Management, Confidential and Unrepresented Employees

ITEMS FOR CONSIDERATION

7. Budget FY 22-23 Adoption

CITY STAFF AND COUNCIL COMMITTEE REPORTS - *Brief updates from City staff and brief reports on conferences, seminars, and meetings attended by the Mayor and City Council members, if any.*

CITY ADMINISTRATOR REPORTS - *Brief updates and reports on conferences, seminars, and meetings attended by the City Administrator, if any.*

POTENTIAL FUTURE CITY COUNCIL ITEMS - *(Appearing on the Agenda within 30-90 days):*

Edler Estates	7/19/2022
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CLOSED SESSION

8. Closed session discussion with legal counsel pursuant to Government Code 54957 to discuss a liability claim presented by Cruz Elena Santillan against the City of Gridley

9. Closed session discussion with legal counsel pursuant to Government Code 54956.9 – Existing Litigation: Michael Libby vs. City of Gridley, Federal District Court for the Eastern District of California, Case No. 2:21-CV-00017 – JAM
10. Closed session discussion with legal counsel pursuant to Government Code 54956.9 – Existing Litigation: McMillan, et al vs. City of Gridley, Butte County Superior Court, Case No. 21 CV 00451.

ADJOURNMENT – adjourning to a Regular meeting on July 18th, 2022.

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., June 17th, 2022. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

NOTE 2: REGARDING UNSCHEDULED MATTERS – In accordance with state law, it shall be the policy of this Council that no action shall be taken on any item presented during the public forum or on unscheduled matters unless the Council, by majority vote, determines that an emergency situation exists, or, unless the Council by a two-thirds vote finds that the need to take action arose subsequent to the posting of this agenda.

Gridley City Council – Special Meeting Minutes

Wednesday, May 25, 2022; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

“Our purpose is to continuously enhance our community’s vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives.”

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:01 pm

ROLL CALL

Councilmembers

Present: Johnson, Sanchez, Farr, Calderon
Absent: Torres
Arriving after roll call: None

Staff present:

Cliff Wagner, City Administrator
Rodney Harr, Chief of Police
Danny Howard, Electric Utility Director
Elisa Arteaga, Finance Director
Donna Decker, City Planner

PLEDGE OF ALLEGIANCE

Councilmember Calderon led the Pledge of Allegiance.

INVOCATION – None

PROCLAMATION - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

COMMUNITY PARTICIPATION FORUM

The forum was opened and seeing no one was present to speak, was closed.

CONSENT AGENDA – None

ITEMS FOR COUNCIL CONSIDERATION

1. FY 22/23 Annual Budget

Council and City Staff reviewed the annual budget for FY 22/23. No action was taken.

CITY STAFF AND COUNCIL COMMITTEE REPORT-None

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30-90 days):

CDBG Grants Administrative Services	6/6/2022
Adopt Housing Element Introduction 2022-2030	6/6/2022
Edler Estates	7/19/2022

CLOSED SESSION –

2. Pursuant to Government Code 54957.6: Conference with Labor Negotiator, Cliff Wagner, City Administrator, for discussion of progress of collective bargaining discussions with City Employee represented classes

Council went into closed session at approximately 8:00 pm and came out at 8:38 pm with no reportable action.

ADJOURNMENT

Mayor Johnson adjourned to the next special meeting on May 26th, 2022.

Cliff Wagner, City Administrator

Gridley City Council – Special Meeting Minutes

Thursday, May 26, 2022; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Johnson called the meeting to order at 6:01 pm

ROLL CALL

Councilmembers

Present: Johnson, Sanchez, Farr, Calderon, Torres
Absent: None
Arriving after roll call: None

Staff present:

Cliff Wagner, City Administrator
Rodney Harr, Chief of Police
Elisa Arteaga, Finance Director
Trina Leishman, Recreation Manager

PLEDGE OF ALLEGIANCE

Councilmember Calderon led the Pledge of Allegiance.

INVOCATION – None

PROCLAMATION - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

COMMUNITY PARTICIPATION FORUM

The forum was opened and seeing no one was present to speak, was closed.

CONSENT AGENDA – None

ITEMS FOR COUNCIL CONSIDERATION

1. FY 22/23 Annual Budget

Council and City Staff reviewed the annual budget for FY 22/23. No action was taken.

CITY STAFF AND COUNCIL COMMITTEE REPORT-None

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30-90 days):

CDBG Grants Administrative Services	6/6/2022
Adopt Housing Element Introduction 2022-2030	6/6/2022
Edler Estates	7/19/2022

CLOSED SESSION –

2. Pursuant to Government Code 54957.6: Conference with Labor Negotiator, Cliff Wagner, City Administrator, for discussion of progress of collective bargaining discussions with City Employee represented classes

Council went into closed session at approximately 7:30 pm and came out at 8:00 pm with no reportable action.

ADJOURNMENT

Mayor Johnson adjourned to the next special meeting on May 27th, 2022.

Cliff Wagner, City Administrator

Gridley City Council – Special City Council Meeting Minutes

Friday, May 27, 2022; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Johnson called the meeting to order at 6:01 pm

ROLL CALL

Councilmembers

Present: Johnson, Sanchez, Calderon, Torres, Farr
Absent: None
Arriving after roll call: None

Staff present: Cliff Wagner, City Administrator
Rodney Harr, Chief of Police
Elisa Arteaga, Finance Director
Donna Decker, City Planner
Dave Harden, City Engineer
Ross Pippitt, Public Works Director

PLEDGE OF ALLEGIANCE

Councilmember Sanchez led the Pledge of Allegiance

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES – None

COMMUNITY PARTICIPATION FORUM

The forum was opened and seeing no one was present to speak, was closed.

CONSENT AGENDA - None

ITEMS FOR COUNCIL CONSIDERATION

1. Fiscal Year 2022/2023 Annual Budget Public Meeting #3

Council and City Staff reviewed the annual budget for FY 22/23.

Upon the conclusion of City Planner Donna Decker's presentation, Mr. Patrick Coghlan expressed that he disagreed with the City's policy of reduced impact fees for developers and that he supported the need for Impact Fee Rate Study and analysis.

City Engineer Dave Harden presented his budget to Council. Mr. Coghlan expressed questions relative to the status of his sewer pipe and infrastructure. Dave Harden assured him that the results of the study would be made available to the public once done and ready.

CITY STAFF AND COUNCIL COMMITTEE REPORTS- None

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30-90 days):

CDBG Grants Administrative Services	6/6/2022
Adopt Housing Element Introduction 2022-2030	6/6/2022
Edler Estates	7/19/2022

CLOSED SESSION – None

With no items for further discussion, Council adjourned to the next regular meeting on June 6, 2022.

Cliff Wagner, City Administrator

Gridley City Council – Regular Meeting Minutes

Monday, June 6, 2022; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Johnson called the meeting to order at 6:02 pm

ROLL CALL

Councilmembers

Present:

Johnson, Farr, Sanchez, Calderon, Torres

Absent:

None

Arriving after roll call:

None

Staff Present

Cliff Wagner, City Administrator

Tony Galyean, City Attorney

Rodney Harr, Chief of Police

Donna Decker, City Planner

Ross Pippitt, Public Works Director

Elisa Arteaga, Finance Director

PLEDGE OF ALLEGIANCE

Vice Mayor Farr led the Pledge of Allegiance

INVOCATION – None

PROCLAMATION - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None

COMMUNITY PARTICIPATION FORUM

Allison Rossan, 1467 Bonnel Ave, submitted a phone comment to inform Council that the light to turn left onto E Gridley Road from Highway 99 takes about 5 minutes.

CONSENT AGENDA

1. City Council Minutes Dated May 16, 2022

2. Ratification of Council Closed Session action on May 16, 2022, to increase City Administrator salary 5 percent with an effective date of May 18, 2022, following one-year performance review discussion.

Motion to approve the consent agenda by Councilmember Calderon, seconded by Vice Mayor Farr.

ROLL CALL VOTE

Ayes: Calderon, Johnson, Torres, Farr, Sanchez

Motion Passed, 5-0

ITEMS FOR COUNCIL CONSIDERATION

3. Second Reading and Adoption of Ordinance 837-2022 By Title Only: Adding Chapter 8.05 to Title 8 of the Gridley Municipal Code Relating to Solid Waste and Organic Waste Disposal Reduction

After brief Council discussion about ORD 837-2022, Councilmember Torres made a motion to postpone adoption until more information was available.

ROLL CALL VOTE

Ayes: Torres, Johnson, Farr, Calderon, Sanchez

Motion to postpone adoption passed, 5-0

4. Information Report to review and consider Chapter 17.72, General Use Regulations, Section 17.72.060 Sign Requirements related to the prohibition of pole signs

City Planner, Donna Decker, explained in depth the existing ordinances in regard to the use of pole signs, and was advised by Council to explore options to amend the ordinance to allow pole signs.

5. Subrecipient Agreements Between City of Gridley and Habitat for Humanity, Program Operator for HOME Investment Partnership Program (HOME) and Community Development Block Grant (CDBG)

Finance Director, Elisa Arteaga, requested Council approval of the Subrecipient Agreements between the City and Habitat for Humanity for administrative oversight of CDBG and HOME grants.

Motion to approve was made by Councilmember Calderon, seconded by Councilmember Torres.

ROLL CALL VOTE

Ayes: Calderon, Johnson, Torres, Farr, Sanchez

Motion Passed, 5-0

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Councilmember Calderon gave a brief update on his attendance at the Butte County Air Quality Management meeting.

Mayor Johnson reported on his recent attendance at a LAFCO meeting.

Vice Mayor Farr added that he attended the Gridley Memorial Day Service and was pleased with the ceremony.

CITY ADMINISTRATOR REPORTS -None

POTENTIAL FUTURE CITY COUNCIL ITEMS - (*Appearing on the Agenda within 30-90 days*):

Adopt Housing Element Introduction 2022-2030	6/20/2022
Edler Estates	7/19/2022

CLOSED SESSION –None

ADJOURNMENT

With no further items left to discuss, Mayor Johnson adjourned to a regular meeting on June 20th, 2022.

Cliff Wagner, City Administrator

Gridley City Council – Special City Council Meeting Minutes

Thursday, June 9, 2022; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 pm

ROLL CALL

Councilmembers

Present: Johnson, Sanchez, Calderon, Torres
Absent: Farr
Arriving after roll call: None

Staff Present: Cliff Wagner, City Administrator
Rodney Harr, Chief of Police

PLEDGE OF ALLEGIANCE

Councilmember Sanchez led the pledge of allegiance

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES – None

COMMUNITY PARTICIPATION FORUM

The forum was opened and seeing no one was present to speak, was closed

CONSENT AGENDA - None

ITEMS FOR COUNCIL CONSIDERATION

1. Second Reading and Adoption of Ordinance 837-2022 by Title Only: Adding Chapter 8.05 to Title 8 of the Gridley Municipal Code Relating to Solid Waste and Organic Waste Disposal Reduction

Robert Carlson of Cal Recycle, presented in depth the mandated requirements of SB 1383. Ordinance 837-2022 was written to meet these requirements.

ROLL CALL VOTE

Ayes: Calderon, Torres, Sanchez

Noes: Johnson

Motion Passed, 3-1

CITY STAFF AND COUNCIL COMMITTEE REPORTS – None

POTENTIAL FUTURE CITY COUNCIL ITEMS - (Appearing on the Agenda within 30-90 days):

Adopt Housing Element Introduction 2022-2030	6/20/2022
Edler Estates	7/19/2022

CLOSED SESSION – None

ADJOURNMENT – With no further items to discuss, Mayor Johnson adjourned to a regular meeting on June 20th, 2022

Cliff Wagner, City Administrator

City Council Agenda Item #2

Staff Report

Date: June 20, 2022

To: Mayor and City Council

From: Elisa Arteaga, Finance Director

Subject: Adopt Resolution Number 2022-R-017: A resolution adopting the Construction and Long-Term Monitoring Policies and Procedures for the CDBG-DR MHP program.

Adopt Resolution Number 2022-R-018: A resolution adopting the Environmental Policies and Procedures for the CDBG-DR MHP program.

Adopt Resolution Number 2022-R-019: A resolution adopting the Underwriting Policies and Procedures for the CDBG-DR MHP program.

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council adopt Resolution Numbers: 2022-R-017, 2022-R-018, and 2022-R-019 for the CDBG-DR MHP Program funds to complete the Due Diligence process.

Summary

The State of California Housing and Community Development Department, as the lead agency to administer Federal Disaster Relief Funds, has allocated \$2,394,037 as a grant to the City of Gridley towards a project to construct affordable housing in order to mitigate lost housing due to the fires experienced in 2018 within the State. There are several steps to complete for the City to receive the funding; one of these is the completion of the Due Diligence determining the City is capable of managing the grant. The attached resolutions complete the process for the City to solicit projects that could have the funds allocated to it.

Discussion

In 2018, the State of California experienced significant losses due to firestorms that swept through populated cities and counties impacting residential neighborhoods and the loss of life. In total, it is estimated over 1.6 million acres burned. As a result, the Federal Emergency Management Agency (FEMA) made disaster assistance available for two presidentially declared disasters, one of which is DR-4407 covering Butte, Los Angeles, and Ventura counties.

In recognition of the unmet recovery needs, an allocation of \$1,017,399,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds was granted to the State of California on January 27, 2020 through 85 FR 4681 under Public Laws 115–254 and 116–20, which cover DR-4407. These funds are administered by the U.S. Department of Housing and Urban Development (HUD) and are intended primarily to assist housing recovery and to benefit low- and moderate-income households impacted by the fires.

In January, the City Council adopted several resolutions completing a portion of the task to establish policies and procedures to manage the CDBG-DR MHP grant. The three remaining policies to adopt are:

- **Construction and Long-Term Monitoring Policies and Procedures:**
This policy outlines the procedures used during the construction of a project under the program and the requirements for long-term monitoring of the project after it has been completed.
- **Environmental Policies and Procedures:**
This policy outlines the procedures for both NEPA (National Environmental Protection Act) and CEQA (California Environmental Quality Act) that the City will utilize to complete the review process.
- **Underwriting Policies and Procedures:**
This policy outlines the criteria the City will use to choose a project for the distribution of funds.

The policies attached to this staff report are those policies and procedures staff will use to select and to recommend a project to the City Council.

Conclusion

Staff requests the City Council adopt the attached resolutions for construction and long-term monitoring, environmental, and underwriting policies and procedures. The City recently retained the firm, Housing Tools, to administer the grant and to ensure a proposed project meets the CDBG-DR MHP grant criteria.

Public Notice

A notice was advertised 72 hours in advance of the hearing date, posted at City Hall, made available at the Administration public counter and placed on the City website for review.

Environmental Review

No CEQA review for this action is required in accordance with the General Rule exemption in that there is no environmental impact from this action.

Fiscal Impact

There are no direct or indirect costs to the City at this time excepting the preparation of the staff report.

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with the ongoing effort to be responsive and transparent regarding activities and projects within the Planning and Finance Departments.

Attachments:

Resolution No. 2022-R-017 Construction and Long-Term Monitoring Policies and Procedures

Resolution No. 2022-R-018 Environmental Policies and Procedures

Resolution No. 2022-R-019 Underwriting Policies and Procedures

**A RESOLUTION OF THE GRIDLEY CITY COUNCIL ESTABLISHING
CONSTRUCTION AND LONG-TERM MONITOR POLICES AND PROCEDURES**

WHEREAS, on May 13, 2021, the city of Gridley received a grant from the CDBG DR MHP program in the amount of \$2,394,037 to meet the housing need resulting from the 2018 Camp Fire in Butte County; and,

WHEREAS, the grant application requires the city of Gridley to adopt policies to aid in the review process, construction and long-term monitoring of a project.

NOW, THEREFORE, be it resolved The City Council of the City of Gridley adopts the attached Construction and Long-Term Policies and Procedures and furthermore will be reviewed and updated according to future amendments of the law, as required.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 20th day of June, 2022 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Administrator

Bruce Johnson, Mayor

CITY OF GRIDLEY
CONSTRUCTION AND LONG-TERM MONITORING POLICIES AND PROCEDURES

A project's execution is planned and controlled by the site project manager/construction manager (SPM) who may be a City staff member or, the City may outsource for a third-party to act on the City's behalf for a specific project or multiple projects. The SPM must have prior experience managing similar projects.

Characteristics of Projects

Projects are defined by their scope, budget, and schedule. The schedule specifies a defined beginning and end; initiation, planning, design, construction, reporting, and closeout.

The SPM will be the lead party to control the project timetable related to construction and monitoring activities, with review and approval by the City and HCD. Adherence to the following regulatory requirements will be monitored throughout the pre-construction and construction phases:

- *Federal Labor Standards (Davis-Bacon and Related Acts)*— SPM will monitor, with review and approval by the City.
- *Minority and Women Business Enterprises (M/WBE)*— SPM will monitor the projects and ensure that all necessary affirmative steps are taken to ensure that minority business, women's business enterprises, and labor surplus area firms are used when possible, with review and approval by the City.
- *Section 3*— SPM will monitor, with review and approval by the City, in conformance with Final Section 3 rule updated in Nov 2020.
- *California Building Codes (CBC)*— Butte County Building Department will inspect all construction completed.
- *California Green buildings Standards Code (CALGreen)*— Butte County Building Department will review through the plan check and the inspection of construction timing to ensure the code is met.
- *Sustainability Requirements*— Butte County Building Department and SPM will monitor to ensure Title 24 requirements related to all rehabilitation, reconstruction and new construction projects are met to incorporate the applicable principles of sustainability as outlined by the State of California, the U.S. Department of Energy and the California Energy Commission.
- *National Floodplain Elevation Standards*— The SPM will ensure the project complies with the floodplain elevation standards and flood insurance requirements as provided in 83 FR 5850, 83 FR 5861, Executive Order 11988 and 24 CFR Part 55 and 58.6.
- *Wildland-Urban Interface building codes (WUI codes)*— Butte County Building Department will review and advise if plans and construction meet the WUI codes as required.
- *Broadband Infrastructure*— Butte County Building Department and the SPM will monitor projects subject to 83 FRN 40314 to ensure all broadband infrastructure requirements are met.
- *Resilient Home Construction Standards*— SPM will monitor, with review and approval by the City.
- *Uniform Relocation Assistance and Real Property Acquisition Act (URA)*— SPM will monitor projects that fall under 49 CFR Part 24 and Section 104(d) to ensure required steps are taken with tenant occupants, with review and approval by the City.

- *Prohibition Against Eminent Domain*— SPM will monitor, with review and approval by the City.
- *Equal Opportunity Requirements and Responsibilities*— SPM will monitor, with review and approval by the City.
- *Lead Based Paint Hazards*— SPM will monitor, with review and approval by the City.

Pre-Construction Process, Review, Monitoring and Implementation

1. *Construction Kick-off Meeting*— The City's Site Project Manager (SPM) will facilitate a kick-off meeting with the City staff, project developer, and the project general contractor to plan for compliance with federal labor laws, including Davis-Bacon and Related Acts, Equal Employment Opportunity, and overall construction oversight and reporting. The parties will review the applicable federal labor compliance standards, and a timeline for the wage determination, project bid, signing contracts, and starting construction. A determination will be made as to whether State Prevailing Wage will apply to the project in addition to Federal Prevailing Wage. With regard to other non-labor compliance topics, the parties will also establish a schedule and roles for draw meetings, tracking construction progress, draw requests, discuss the maintenance of required compliance documents, and reporting.
2. *Bid Package Review*— The SPM will provide federal labor compliance documents for inclusion in the bid request package that is sent to interested subcontractors. If the general contractor already has federal labor compliance documents prepared, the SPM will review the bid package documents to ensure that all necessary requirements are included.
3. *Construction Contract Signing*— Prior to the signing of construction contracts, the SPM will review construction contract documents between the developer and the general contractor to ensure that they include all necessary federal labor requirements, including the applicable Davis-Bacon wage decision, as well as applicable CDBG-DR requirements outlined in Section 2.10 of the HCD CDBG-DR Disaster Recovery Multifamily Housing Program Policies and Procedures Manual and listed above.
4. *Pre-Construction Meeting*— The SPM, City staff, project developer, and general contractor will meet to review federal labor requirements and review processes that will be in effect throughout construction. Topics covered will include: the construction timeline, confirmation of the applicable Davis-Bacon wage determination, any planned requests for new job classifications from the Department of Labor, general contractor and subcontractor certifications of non-debarment, overtime rules, MBE/WBE and Section 3 standards, requirements for apprenticeships, required posters and postings at the job site, the payroll certification process, and on-site worker interviews.
5. *Final Construction Finance Closing Documentation*— The City and SPM will request the following information to document construction finance closing and inform monitoring for the project: construction closing sources and uses, rent schedule, operating budget, and 20-year cashflow proforma; recorded loan documents and Limited Partnership Agreement (if applicable); title report; management agreement and plan; Affirmative Fair Housing Marketing Plan (Form HUD-935.2A); relocation plan (if applicable); lead-based paint assessment and remediation documentation, and other environmental contaminant remediation documentation (if applicable); supportive services plan (if applicable); an up to date Environmental Review Record including the Authority to Use Grant Funds from HCD; permitted architectural plans; building permit; insurance documentation; and final settlement statement. Approval of the Affirmative Fair Housing Marketing Plan and relocation plan (if applicable) will be subject to review and approval by the City and HCD.

Construction Management and Monitoring

1. *Monthly Draw Meetings*— SPM will participate in monthly draw meetings with the developer and general contractor. This will be an on-site visit (or virtual, as necessary) that will include: a review of the jobsite billboard for compliance with federal labor postings requirements; review of construction progress; review of the general contractor's payment application (including required 10% retainage); and monitoring for compliance with the City's Development Agreement and HCD Development Agreement Rider. After the draw meeting, the SPM and City will review any funding requests before submitting for payment.
2. *Weekly Payroll Certifications*— The general contractor will send weekly payroll certifications for the general contractor and all subcontractors to the SPM for a Davis-Bacon compliance review. Wages will be compared against the applicable Davis- Bacon wage determination and worker interview records.
3. *Monthly Reports*— The developer will provide the City with all information necessary for the completion of monthly HCD reports. The SPM will prepare the reports and the City will review and approve before submission to HCD.
4. *On-site Visits and Worker Interviews*— Each quarter, the SPM will conduct interviews of workers on the jobsite and record information on Form HUD-11.
5. The SPM will support and assist the City in the compliance with procurement regulations and policies and in overseeing procurement processes to ensure the award processes are fair and meet applicable rules and regulations.

Post-Construction Compliance Period

1. *Construction Completion Documentation*— After construction is completed, SPM will request the following information from the developer: recorded notice of completion, certificates of occupancy, general contractor final retention payment application, lien releases, final construction period draw submitted to lenders, executed contract or work order with a Certified Public Accountant to complete an audited Cost Certification, and an up to date Affirmative Fair Housing Marketing Plan (Form HUD- 935.2A). The SPM will provide the City with complete labor compliance documentation at the completion of the project, including the Final Labor Standards Report. A final walk-through is completed by staff or SPM. Any other project requirements are reviewed prior to issuing the General Contractor's retention payment.
2. *Monitoring Setup*— After completion of lease-up, the SPM will request the rent schedule and rent roll from the developer. The SPM will use this information, as well as the project's regulatory agreements and rent covenants on file (including the HCD Regulatory Agreement), to set up the project for monitoring in the City's Smartsheet web-based software. This software is used by developers to upload annual reports where compliance can be tracked by City staff. Project property management (PM) personnel are trained in the use of the Smartsheet software.
3. *Permanent Loan Closing Documentation*— After permanent loan closing, the SPM will request the following information from the developer: the audited cost certification, an up to date Environmental Review Record, a report on relocation plan outcomes (if necessary), permanent loan documents, tenant income certifications, current rent roll, documentation of funded reserves, insurance documentation, lien free endorsements, and final settlement statement.
4. *Project Closeout*— SPM completes Project Closeout for City and HCD review, including: Project Completion Report, recorded Notice of Completion, Relocation Report (if applicable), audited cost certification, Final Labor Standards Report, and evidence of compliance with any Special Conditions of the MSA and NTP. City Council passes resolution acknowledging accomplishments, confirming project is complete, and that all financial reports are complete. This resolution is submitted to HCD as part of Project Closeout.

5. *Annual Monitoring*

a. *Reporting Requirements*— For each year of the compliance period, the developer will upload the current rent roll, previous year's operating statement and audited financials, and the next year's operating budget to the City's compliance monitoring web-based software, which will be reviewed by the SPM and reported to City staff.

b. *File Review*— The City will cause an annual compliance review of the project to be conducted, which will encompass all elements as required by HUD and HCD for monitoring CDBG-DR funded projects. The file review will include, at a minimum: the Affirmative Fair Housing Marketing Plan, the management plan, the management agreement, bank statements documenting reserve accounts, the most recent financial audit, the standard lease agreement, and a sample of tenant files.

c. *Physical Inspection*— Every three years, the City will cause an onsite physical inspection to be conducted as required by HUD and HCD for monitoring CDBG- DR funded projects, concurrent with the File Review. This will include an inspection of the property, the building, and a sample of units. The inspection will assess whether CDBG-assisted units are suitable for occupancy per HUD regulations, and in compliance with ADA and Section 504 law.

d. *Findings and Clearance*— The City will issue a letter to the property owner listing any compliance findings, with a timeline for curing the findings. The City provides a clearance letter to the property owner after any compliance findings have been successfully addressed. If the property owner does not address compliance findings to the City's satisfaction, loan default provisions may be applied.

The project construction management/monitoring in conjunction with long-term monitoring assures the future success of a development.

**A RESOLUTION OF THE GRIDLEY CITY COUNCIL ESTABLISHING
ENVIRONMENTAL POLICES AND PROCEDURES**

WHEREAS, on May 13, 2021, the city of Gridley received a grant from the CDBG DR MHP program in the amount of \$2,394,037 to meet the housing need resulting from the 2018 Camp Fire in Butte County; and,

WHEREAS, the grant application requires the city of Gridley to adopt policies providing the environmental review process for the National Environmental Protection Act (NEPA) and the California Environmental Quality Act (CEQA).

NOW, THEREFORE, be it resolved The City Council of the City of Gridley adopts the attached Environmental Policies and Procedures and furthermore will be reviewed and updated according to future amendments of the law, as required.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 20th day of June, 2022 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Clerk

Bruce Johnson, Mayor

ENVIRONMENTAL POLICIES AND PROCEDURES CITY OF GRIDLEY

The environmental policies of the City of Gridley are a commitment to ensure the laws, regulations, and other policy mechanisms concerning environmental issues are met. These issues, generally, include air and water pollution, waste management, ecosystem management, maintenance of biodiversity, the management of natural resources, wildlife, and endangered species. The application of environmental policies related to local government and development of both public and private properties evaluates sites to determine the potential impacts that may occur due to development. The city intends to review, consider, and analyze what undesirable effects of development may be on the biophysical environment and natural resources, as well as to make sure that changes in the environment do not have unacceptable effects on humans in accordance with the federal and state environmental laws, statutes, and regulations.

There are two environmental review processes that are similar, used to determine the appropriate methodology used; in the event of the use of federal funds/federal project, the National Environmental Protection Act (NEPA) will be used possibly resulting in the preparation of an Environmental Assessment. Similarly, a project will analyze the environmental effects utilizing the California Environmental Quality Act (CEQA) to prepare the appropriate environmental document; Categorical Exemption, Initial Study, Negative Declaration, Mitigated Negative Declaration, Focused Environmental Impact Report, or an Environmental Impact Report.

The initial environmental review is often prepared by the Community Development Department, Planning, or, by consultants retained by the city dependent upon the type of development that is proposed. The Planning Department reviews a proposed project and evaluates what process should be used to determine what significant impacts may exist from the project to the environment, determine if special studies are required, and if significance is found, staff will consider what measures could mitigate the significance to a level less than significant. If this is feasible a Mitigated Negative Declaration may be adopted for the project. Likewise, with the project utilizing federal funding will result in the NEPA process is undertaken as well. Oftentimes, the NEPA review can be the responsibility of the developer with oversight and review by city staff. The review process is a publicly noticed process and presented to both the Planning Commission and City Council for review. The City Council is the legislative body to adopt the environmental record at a public hearing. The Environmental Record does not provide a recommendation, rather, it provides information related to environmental impacts that would be caused by a project, and how to mitigate those impacts. This information aids the decision-making body to understand the scope of impacts the community may experience and can consider these during the review process.

NEPA Process

When it is anticipated that federal funds will be allocated to a project, the City acts as the Responsible Agency. The City will ensure that all projects receiving federal funding mechanisms shall comply with NEPA, as required by Housing & Urban Development (HUD) in accordance with 24 CFR Part 58. Preparation of the NEPA documents may be prepared by city staff, by a third-party consultant to the city, or, by the developer with review by city staff. The city will have full access at all times during the NEPA review process and will maintain the Environmental Review Record. The city shall also have

oversight and review the NEPA Environmental Assessment and all environmental studies as needed that are prepared.

Prior to an environmental assessment, a project description will include all aspects of a proposed development; site information: location, zoning, current use, topography, infrastructure availability, unique features, building locations: type, size, materials, construction, height, number of floors, square footage, building use (residential, community support building; laundry); parking spaces: number, size, compact, direction as to angle one-way parking or ninety degree parking, aisle width; refuse collection areas, and open space: passive leisure, sports courts, dog parks, walkabout routes, surfacing. As part of threshold review, the proposed project will be reviewed for compliance with 24 CFR Part 58.6, which includes an assessment of the site location relative to airport hazards and flood zones. The evaluation process is: (The steps noted below are related to the CFR section referenced)

1. Is the site in a FEMA special flood hazard zone?
 - a. If yes, conduct 8-Step Process per 24 CFR 55 and ensure participation in the National Flood Insurance Program per Part 58.6(a), or if not possible, advise buyer of the implications and determine whether to disqualify proposal.
 - b. If no, move to Step 2.
2. Is the site in an Airport Runway Clear Zone or Clear Zone, as defined in 24 CFR Part 51?
 - a. If yes, advise the buyer of the implications and determine whether to disqualify proposal.
 - b. If no, move to Step 3.
3. For proposals that will be recommended by staff for funding commitments, the environmental review will determine whether the project is Categorically Excluded and subject to Part 58.5 per 24 CFR Part 58.35.
4. Does the proposal involve a rehabilitation that meets the categorical exclusions in 24 CFR Part 58.35(a)(3)(ii)?
 - a. If yes, move to Step 6.
 - b. If no, move to Step 5.
5. Does the proposal involve the development of up to four units on any one site, or a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site?
 - a. If yes, move to Step 6.
 - b. If no, move to Step 15.
6. Consultant, in coordination with City, will conduct a statutory review in compliance with 24 CFR Part 58.5.
7. City will initiate Section 106 consultation with the California State Historic Preservation Office (SHPO), Office of Historic Preservation, Department of Parks and Recreation, 1725 23rd Street, Suite 100, Sacramento, CA 95816 (see attached sample letter) and consultation with local federally recognized Native American tribes (current list attached).
8. Is there potential that the proposal will significantly impact the environment with respect to any of the statutory review criteria found in 24 Part 58.5, (a) thru (j)?
 - a. If yes, move to Step 15.
 - b. If no, move to Step 9.
9. Does SHPO or local federally recognized Native American tribes find that the proposal will significantly impact historic resources?
 - a. If yes, move to Step 15.

- b. If no, move to Step 10.
10. Prepare a Notice of Intent to Request Release of Funds (NOI/RROF).
11. Publish the NOI/RROF in a local newspaper for 15 days.
12. After conclusion of public comment period, send RROF (HUD Form 7015.15) and proof of publication notice to HCD.
13. HCD posts NOI/RROF and has a 15-day public comment period to receive objection to release of funds.
14. At conclusion of HCD public comment period, HCD issues the Authority to Use Grant Funds (HUD Form 7015.16) to City. Move to Step 23.
15. If project is not exempt or categorically excluded under 24 CFR 58.34 and 58.35, an Environmental Assessment shall be prepared per 24 CFR 58.36 and 58.40.
16. City will initiate Section 106 consultation with the California State Historic Preservation Office (SHPO), Office of Historic Preservation, Department of Parks and Recreation, 1725 23rd Street, Suite 100, Sacramento, CA 95816 (see attached sample letter) and consultation with local federally recognized Native American tribes (current list attached).
17. Conduct a statutory review in compliance with 24 CFR Part 58.5.
18. Analyze the direct, indirect, and cumulative impacts on land development, socioeconomic factors, community facilities, and natural features.
19. Consider alternatives to the proposed development, including a no-action alternative.
20. Does the Environmental Assessment result in one or more “Findings of Significant” impact related to the proposed project that cannot be mitigated by the developer?
 - a. If yes, move to Step 23.
 - b. If no, move to Step 21.
21. Once SHPO concurrence is received, a Notice of Intent to Request Release of Funds (NOI/RROF).
 - a. Publish the NOI/RROF in a newspaper for 15 days.
 - b. After conclusion of public comment period, send RROF (HUD Form 7015.15) and proof of public notice to HCD.
 - c. HCD posts NOI/RROF and has a 15-day public comment period to receive objection to release of funds.
 - d. At conclusion of HCD public comment period, HCD issues the Authority to Use Grant Funds (HUD Form 7015.16) to City. Move to Step 22.
22. City recommends proposal for firm commitment/Notice to Proceed.
23. If the Environmental Assessment determines that there are one or more Findings of Significant Impact that cannot be mitigated by the developer, City will notify HCD of determination of need to prepare an Environmental Impact Statement (EIS).

In order to align project funding with CTCAC and CDLAC schedules, the city will provide a three-month period to review proposals and extend initial funding commitments. This includes one month for the City to review and recommend proposals to HCD, and two months for HCD to review and conditionally approve proposals for funding. Adherence to this timeline will help projects secure funding and start construction in a timely manner, and meet HCD deadlines.

The environmental review process described above can also be integrated with the Request for Proposal (RFP) review and funding commitment timeline as shown below in Table 1. The planned alignment of these two processes ensures that the HCD Authority to Use Grant Funds is authorized prior to firm commitment/Notice to Proceed and any other choice limiting actions. Completing the initial phases of the environmental review during the RFP review period will help inform whether or

not to initially commit funds.

Table 1: Request for Proposal (RFP) and Environmental Record (ERR) Process Timeline

RFP Review Process (simultaneous)	Environmental Record Steps (simultaneous)
During City review (Days 1-30)	Steps 1 - 2
During HCD review (Days 31-90)	Step 3-9 or 15-16
Conditions to Unconditional Commitment Letter	Steps 10-14 or 17-21, and Steps 22-23

Note: The steps are related to the CFR references above.

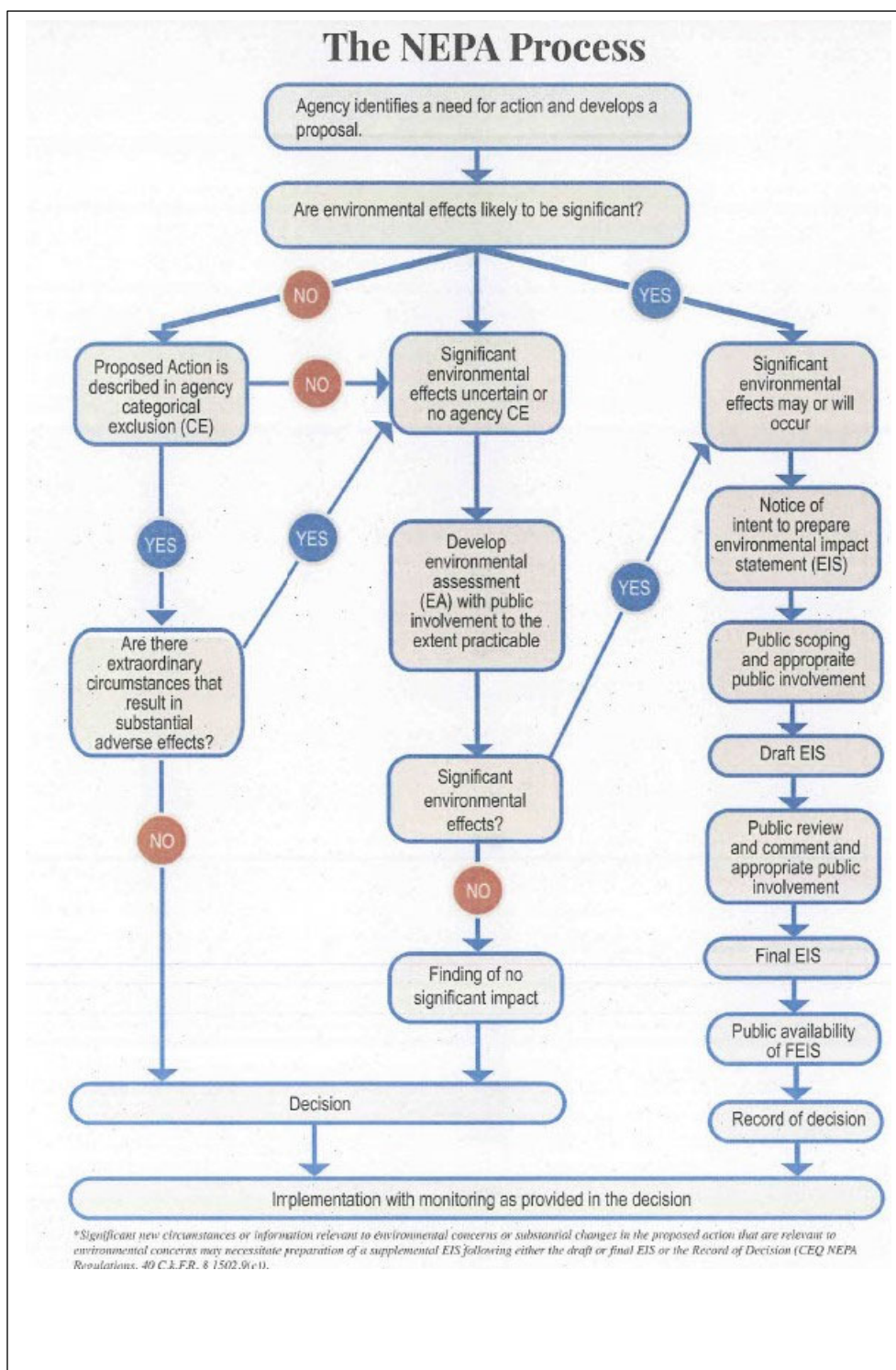


Figure 1: The NEPA Process

CEQA Process

A CEQA review will be triggered by a developers' request for entitlements from the City; therefore, the CEQA review will generally be initiated later in the development process than the NEPA review. The City Planning Department will perform CEQA reviews. The Planning Department may draw upon information gathered through the NEPA process for the CEQA review, including environmental assessments and reports. The NEPA consultant shall share its analysis, reviews, studies, and resources when requested.

After completion of the CEQA review, the city will file with the County Recorder's Office, and the Office of Planning and Research, as applicable. The following steps outline the process:

1. Determine the Lead Agency: Where a project requires approvals from more than one public agency, CEQA requires one of these public agencies to serve as the "Lead Agency". The Lead Agency must complete the environmental review process required by CEQA.
 - a. The basic steps of the environmental review process for the lead agency are:
 - i. Determine if the activity is a "project" subject to CEQA.
 - ii. Determine if the project is exempt from CEQA.
 - iii. Perform an Initial Study to identify the environmental impacts of the project and determine whether the identified impacts are "significant".
 - b. Based on its findings of "significance", the lead agency prepares one of the following environmental review documents:
 - i. A Negative Declaration if it finds no "significant" impacts;
 - ii. A Mitigated Negative Declaration if it finds "significant" impacts but the project is revised to avoid or mitigate those significant impacts, or;
 - iii. An EIR if it finds "significant" impacts from the project based on the Initial Study. The lead agency will prepare a Notice of Preparation (NOP) declaring the need to prepare a Draft Environmental Impact Report for the project with the potential "significant" environmental impacts identified in the NOP.

While there is no one statewide definition of "significance", state law and the State CEQA Guidelines provide criteria to lead agencies in developing local "significance" thresholds and in determining whether a project may have significant environmental effects.

2. Preparation of an EIR: If the lead agency determines, through the Initial Study, that the project may lead to potential significant environmental impacts, then the lead agency must oversee the preparation of an Environmental Impact Report (EIR). An EIR includes both an initial Draft EIR (DEIR) and a Final EIR (FEIR). The purpose of a DEIR is to provide State and local agencies and the general public with detailed information on:

- a. The potentially significant environmental effects which a proposed project is likely to have;
- b. List ways in which the significant environmental effects may be minimized, and;
- c. Indicate potential alternatives to the project.

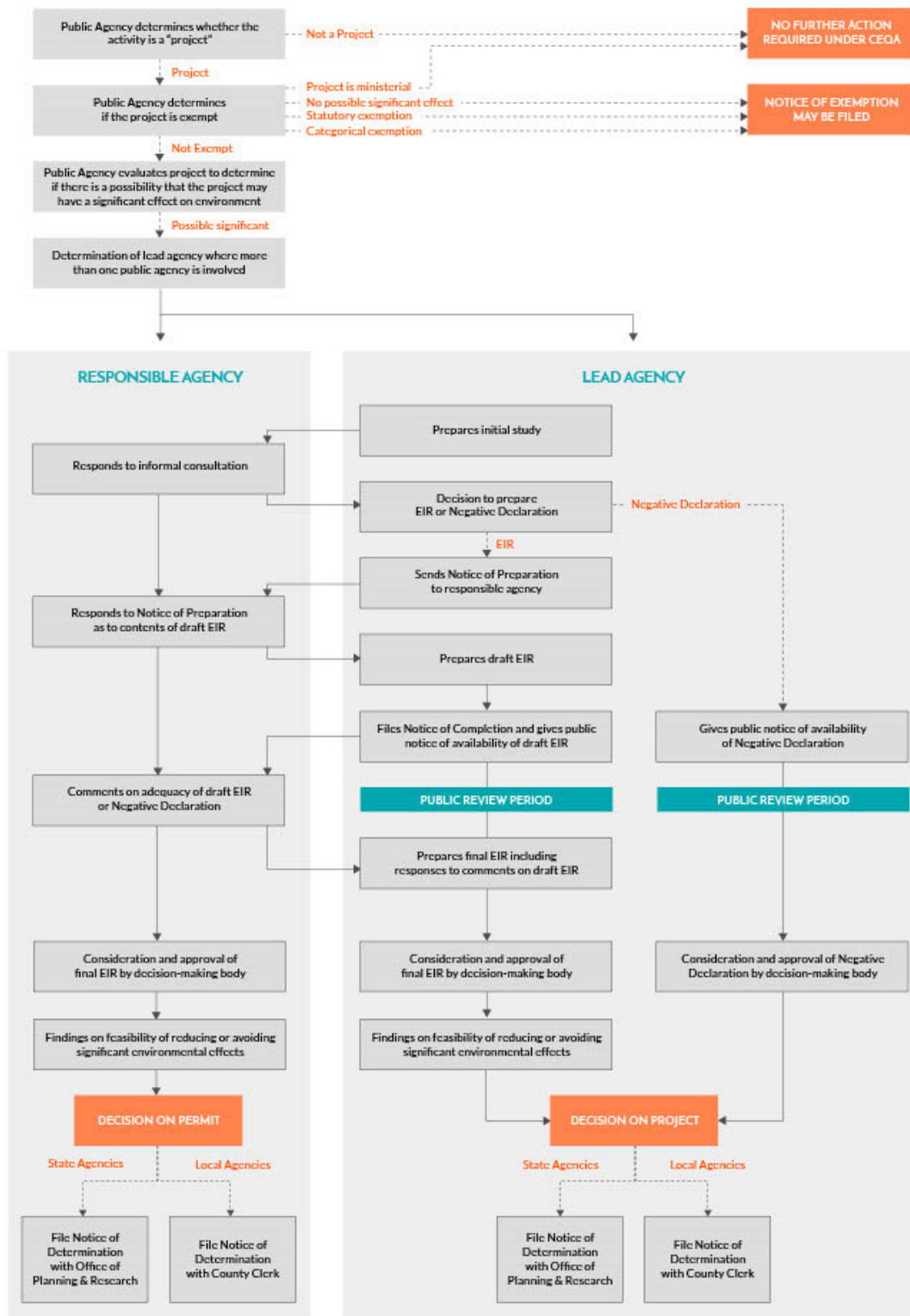
The lead agency is also responsible to make the DEIR available for public comment via mailings and public hearings. Upon completion of the public review period, the lead agency is responsible to approve or disapprove the project based on adequacy of the DEIR and the ability of the project proponent to mitigate significant environmental impacts to below significance thresholds. The lead agency is also responsible for the preparation of the FEIR, which in many cases includes comments and responses to the DEIR. Upon completion of the FEIR, the lead agency certifies the FEIR as complete and in compliance with CEQA. The lead agency then decides whether to approve or disapprove the project based on the significant environmental impacts.

3. Statement of Overriding Considerations: Should the lead agency determine that particular significant environmental impacts are unavoidable with a project, and that the overall benefits of the project outweigh the significant environmental impacts, then the lead agency can approve the project with a "statement of overriding considerations".

4. Mitigation and Monitoring Plans: Assembly Bill (AB) 3180 became law in California on January 1, 1989. This law requires all public agencies to approve monitoring or reporting programs when they approve projects with EIR's or Negative Declarations that identify significant environmental impacts that are mitigated below significance thresholds. The reporting and monitoring program must be approved when a public agency makes its findings under CEQA. The program must be designed to ensure project compliance with mitigation measures during project implementation. If certain project impacts extend beyond the project implementation phase, long-term mitigation monitoring is provided in the monitoring program.

5. Completion of CEQA: The CEQA process is completed when the lead agency approves the FEIR and a Notice of Determination has been sent out, as well as filing the FEIR with the appropriate agencies. Once the CEQA process is completed, then the permitting process, usually being done parallel with the CEQA process, can be completed as well.

CEQA Process Flow Chart



**A RESOLUTION OF THE GRIDLEY CITY COUNCIL ESTABLISHING
UNDERWRITING POLICIES AND PROCEDURES**

WHEREAS, on May 13, 2021, the city of Gridley received a grant from the CDBG DR MHP program in the amount of \$2,394,037 to meet the housing need resulting from the 2018 Camp Fire in Butte County; and,

WHEREAS, the grant application requires the city of Gridley to adopt policies providing the review process to underwrite a project for acceptance to the program.

NOW, THEREFORE, be it resolved The City Council of the City of Gridley adopts the attached Underwriting Policies and Procedure and furthermore will be reviewed and updated according to future amendments of the law, as required.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 20th day of June, 2022 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Administrator

Bruce Johnson, Mayor

UNDERWRITING POLICIES AND PROCEDURES CITY OF GRIDLEY

The primary objective of underwriting requirements is to ensure implementation of the requirements will result in an accurate assessment of whether a project will have long-term success in the construction, maintenance, repayment of financial obligations, and management of the project. The standards contained herein are not intended to compromise the affordable lending availability for housing whether at market value or affordability based on average median income percentages, fair lending statutes, or the filling of credit gaps. This policy is designed to provide a way to assess credit risk and to potentially allow more flexible product choices for project borrowers; it is not intended to affect the availability of loans for a project.

This policy provides a review of the requirements the city of Gridley (City) will use to ensure the future success of a project. This document establishes thresholds to be held to while assessing the financial proforma of a project related to the design and construction costs, contingency percentages, projected operating expenses and cash flow, debt service cost recovery, financial reserves, inflation indices, expected vacancy recover, and consider different mortgage programs as financing opportunities.

The city of Gridley key staff allocated to the implementation of the underwriting procedures will include the City Administrator and the Finance Director. The City may also include its Housing Program Manager, and other consultants retained to ensure seamless grant management.

1.0 Definitions-Except as modified by HUD or HCD the following terms shall have the same meaning.

- a. "Affordability" means the level a unit is rented at as a measure of the percentage of "AMI" as defined in "b". Uses of income levels other than noted above are prorated accordingly.
 - i. Very low income: 30% to 50% of AMI
 - ii. Lower income: 50% to 80% of AMI; the term may also be used to mean 0% to 80% of AMI
 - iii. Moderate income: 80% to 120% of AMI
 - iv. "Affordable housing cost" for lower-income households is defined in State law as not more than 30 percent of gross household income with variations (Health and Safety Code Section 50052.5).
- b. "AMI" means the Area Median Income for the project area as determined annually by HUD and listed by HCD and Butte County.
- c. "Displacement" means the temporary or permanent movement of a household and/or its personal property as a direct result of the rehabilitation, demolition, and/or acquisition of the property where a project is proposed. The temporary movement of a household from the property exceeding one year in duration is defined as a permanent relocation.
- d. "HUD" means the United States Department of Housing and Urban Development.
- e. "HCD" means the State of California Housing and Community Development Department.
- f. "Lower Income Households" means persons or families whose incomes are 80 percent or less of the AMI as determined by HUD.

- g. "Period of Affordability" means the period beginning from the date of project completion as defined by 24 CFR 92.2 wherein the project must meet the affordability requirements contained herein.
- h. "Very Low-Income Household" means low-income persons or families whose incomes are 50 percent or less of the AMI as determined by HUD.

2.0 The underwriting policies ensure that the standards do not compromise the availability of affordable housing or the requirement of the fair lending statutes. The following policies are made a part herein to ensure fair appraisal and lending practices:

- a. Anti-Redlining: No area within Gridley shall be determined as acceptable or unacceptable, meaning, no area shall be redlined or prohibited from development or acceptance under all other conditions to meet lending requirements and there are no improper geographic areas or locational factors from factors that do not predict risk, either reliably or not at all; i.e., race, sex, religion, etc.
- b. Market Areas Evidencing Weakness: The market area will be evaluated related to the strength and stability in which the property is located. Caution will be considered with poor market indicators or increased risk factors such as occupancy levels less than 90 percent, a sustained downward trend in occupancy levels over a 12-month period, markets with unsustainable construction levels coupled with downward occupancy trends, increasing default and foreclosure rates, and markets with 15 percent of employment by a single employer or over 30 percent in a single industry.
- c. Borrower and Borrower Principals: Evidence of strong net worth, liquidity, credit history and affordable housing project experience along with proven management ability.

3.0 The City will utilize the Housing and Community Development Appendix A: DR-MHP Development Application Review and Underwriting Checklist. This process includes:

- a. Examining the sources and uses of funds for the project to determine that the costs are reasonable and that the project will generate sufficient cash flow during the affordability period to satisfy debt and other obligations. Review the assumptions for vacancy rate and annual rent increases to determine if those assumptions are reasonable.
- b. Performing a cost allocation to determine the minimum number of CDBG-DR assisted units and/or the maximum permissible amount of CDBG-DR investment for the project, not to exceed 40% of the total project cost. An appropriate HOME cost allocation methodology will be used.
- c. Confirm that all CDBG-DR funds are used exclusively for the construction of affordable units.
- d. Verify that there are firm written financial commitments for the project that along with the CDBG-DR gap funding would allow the project to be completed and occupied.
- e. Analyze the project financial feasibility to meet the required affordability period.
- f. Evaluate the submitted market assessment to verify that there is currently market demand in the neighborhood in which the project will be located.
- g. Evaluate the qualifications of the developer, including experience and financial capacity (Ref 2.c. above) Qualified developers must have completed at least three multifamily developments and at least one of the three must include affordable rental units.

- h. Evaluate the proforma for conformance to the numerical standards are met, or, a request for waiver has been received and evaluated.
- i. Obtain and review advanced underwriting form the CTCAC for tax credit projects, if applicable.
- j. Ensure compliance in accordance to the Uniform Multifamily Regulations (UMR) standards, as applicable.

4.0 Development Costs

- a. Construction Contingency— A contingency for new construction projects must be budgeted in an amount of at least 5% of the costs of construction, including demolition, environmental remediation, site work and structures, and at least 10% for rehabilitation projects.
- b. Sources and Uses— Applicants must demonstrate that all development-related costs are covered by sources in the application.
- c. Total development costs will be reviewed for consistency with other similar developments within the preceding year and take into account inflationary factors.

5.0 Financial Requirements

- a. Operating Reserve

Borrower shall establish an Operating Reserve in accordance with the Uniform Multifamily Regulations contained in the California Code of Regulations, Title 25, for the purpose of defraying potential operating shortfalls arising from unforeseen circumstances, beyond the rent-up period. The Borrower shall establish a separate Operating Reserve account. If the account is an interest-bearing account, any interest earned on the balance shall stay in the account and shall be used for the same purposes.

Withdrawals from the Operating Reserve shall require prior written approval of the City of Gridley. Should the City of Gridley fail to take action on a request for an eligible withdrawal from the Operating Reserve within 30 days from documented receipt of the request, that request shall be deemed approved.

The initial deposit to the Operating Reserve shall be funded from development funding sources in an amount approved by the City of Gridley and HCD. The initial deposit shall be funded prior to initial occupancy of the project and shall be in the amount of the total of the following. These amounts shall be included in the pro forma and shall conform to UMR requirements, which are four months of projected Operating Expenses, required replacement reserve deposits, and non-contingent debt service, and for projects with tax credits, three months of these costs.

Borrower shall fully replace any withdrawals from the Operating Reserve using available cash flow prior to use of any cash flow to pay deferred developer fee, partnership management or similar fees, or distributions.

The Operating Reserve shall be maintained at its initial City of Gridley and HCD approved level for the entire affordability period of the Project and may not be distributed or taken from the project when the project is sold.

If other funding sources require an initial funding level in excess of that required by the City of Gridley and HCD, the excess amount may be applied to a reduction in any outstanding deferred developer fee at the end of the tax credit compliance period. If there is no outstanding balance, or if the balance is paid off in its entirety without using all of the funds in excess of the initial amount required by the City of Gridley and HCD, the remaining balance must stay with the project for the entire affordability period and may not be distributed or taken from the project if the project is sold.

Operating Deficit Reserve

An Operating Deficit Reserve must be capitalized in the development budget when cashflow is projected to be negative for any years within the first 20 years of operation. The amount of the reserve must be sufficient to cover negative cashflow through Year 20.

Operating Expense Minimums

Projected operating expenses may not be less per unit per year than the benchmarks outlined in the current CTCAC's Operating Expense Benchmarks for the type of development proposed.

b. Replacement Reserve

The proposed replacement reserve deposit must reflect the lesser of 0.6% of the replacement cost of the structure (excluding construction contingency and general contractor profit, overhead and general requirements), or \$500 per unit per year. The annual deposit shall reflect the replacement reserve based on the project Capital/Physical Needs Assessment (C/PNA). The C/PNA shall be prepared at 5-year intervals.

c. Operating Expenses and Cash Flow

The proforma must demonstrate annual rent increases of no more than 2% per year for affordable units and no more than 6% per year for market rate units, if applicable. The proforma must show annual operating expense escalation at 1% greater than annual income escalation (either 2.5% annual escalation for income and 3.5% annual escalation for operating expense, or, 2% annual escalation for income and 3% annual escalation for operating expense, as required by other funding sources).

d. Cash Flow Distribution

The requirements for cash flow distribution is set forth herein:

- i. Net Cash Flow shall be distributed in accordance with the Uniform Multifamily Regulations contained in the California Code of Regulations, Title 25, Section 8314, "Use of Operating Cash Flow" for the full extent of the period.
- ii. Net Cash Flow shall be distributed annually provided that there is no event of default outstanding or other current cash flow shortage under any Project Document in the following manner:
 - 1) Replacement of operating reserves;
 - 2) First, to payment of any outstanding Deferred Developer Fee;
 - 3) Second, to payment of any Asset Management, Partnership Management, Investor Services, Managing General Partner, Incentive Management and

similar fees in a total combined amount not to exceed \$40,000 per annum with an annual increase of no more than 3.5%;

3) Third, 50% of the remaining cash flow to Distributions;

iii. Payment of Distributions in any year may not exceed 50% of Net Cash Flow remaining after payment of payments required above.

- e. Positive Cash Flow. The proforma must demonstrate projected positive cash flow during the first 20 years of operations.
- f. Sponsor Distributions of Cash Flow. No more than 50% of Cash Flow remaining after payment of all operating expenses, reserves, debt service may be distributed to the Applicant/Sponsor.

5.0 Debt Service Coverage Ratio (DSCR)

- a. In year 1, the DSCR may not be less than 1.10 and may not exceed 1.20. A Year 1 DSCR that is higher than 1.25 may be accepted if necessary to maintain positive cash flow through the first 20 years of operations, consistent with State of California Uniform Multifamily Regulations (UMR) Section 8310(3).
- b. DSCR is defined in as the ratio of (1) Operating income, less the sum of Operating Expenses and required reserves to (2) debt service payments, excluding voluntary prepayments and non-mandatory debt service.
- c. In calculating the DSCR, the City may include all Operating Income, and may exclude Operating income that cannot be reasonably underwritten by lenders making amortized loans or that is approved by the City to be deposited into a reserve account to defray projected operating deficits.

6. Vacancy Assumptions

The proforma must demonstrate a stabilized vacancy of 5% for affordable units, and 10% for affordable units targeted to special needs households.

7. Developer Fees

The proposed developer fee is limited to:

- a. The maximum allowable fee permitted by the CTCAC for a 9% or 4% Tax Credit Project, as applicable, or
- b. For developments not proposing Low Income Housing Tax Credits, the maximum allowable fee permitted by UMR Section 8312.
- c. No more than 50% of the Total Developer Fee may be shown as deferred at application.

8. Marketing Plan

Borrower shall prepare and implement a Marketing Plan, subject to prior approval by the City of Gridley that specifies how the Borrower intends to market the project to prospective tenants in the

Project's market area. The Marketing Plan shall specifically address how the Borrower intends to market the Project to underserved populations in Project market area and the frequency of marketing efforts. The City agrees that the

Borrower may utilize the HUD 935.2 Affirmative Fair Housing Marketing Plan for these purposes.

Borrower agrees to evaluate the effectiveness of the Marketing Plan in reaching underserved populations on an annual basis and to revise it as necessary to better reach underserved populations that are not being reached. The revised Marketing Plan shall be submitted to the City for approval prior to implementation.

In addition to the Underwriting Guidelines outlined above, the City will consider the following factors in its review of projects for financing feasibility:

- Developer Experience will be reviewed, including: years in operation, staff capacity, financial stability, and experience completing and operating affordable housing projects including projects with federal funding.
- Funding sources and amounts projected- Are loan terms in line with the current market? Are public funding sources shown available and are amounts accurately calculated?
- Development costs- Are development costs in line with the current market and other similar recently developed projects? Are line item amounts adequate for the scale and type of development proposed? Can costs be feasibly paid for with sources without a funding gap? Compare to other proposed projects and recently constructed projects in the area.
- Rent Structure- Does the rent schedule meet requirements of the proposed funding sources? Are utility allowances included and are they accurate? Does the market study demonstrate market demand for the proposed unit mix?
- Operating Budget- Is the on-site staffing adequate for the number of units and target population?
- Development Timeline feasibility and alignment with DR-MHP deadlines will be reviewed.
- The City will defer to CTCAC, HCD and HUD requirements for most requirements, as applicable.

{end}

City Council Agenda Item #3
Staff Report

Date: June 20, 2022

To: Mayor and City Council

From: Dave Harden, City Engineer

Subject: SB1 Project List to State CTC for FY 2022-23: Resolution 2022-R-20

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests that the City Council adopt Resolution No. 2022-R-20 authorizing the City staff to submit the SB1 Project List to California Transportation Commission (CTC) and authorizing the City Administrator to include in Fiscal Year 2022-2023 CIP Budget, the projects to be funded with SB1 - Road Maintenance and Rehabilitation Account revenues.

Background

On April 28, 2017 the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, the State Controller (Controller) will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

Project List Flexibility:

Pursuant to SHC Section 2034(a)(1), this project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, **the Project Expenditure Report due to the Commission by December 1st each year**, will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the regular reporting process.

The City's Street Project List for FY 2022-23 is due to CTC by July 1, 2022.

Fiscal Impact

The State has created the Road Maintenance and Rehabilitation Account (RMRA) where new SB1 funds will be deposited for distribution to the City. The projected revenue for the City for FY 2022/23 is estimated at \$150,080.

Action

Submit the SB1 Project list to CTC and include in the Fiscal Year 2022-2023 Budget CIP

Attachments

Resolution 2022-R-020

City's SB1 Project List to CTC

Estimated SB1 (RMRA) Revenues

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the adopted list of projects can be revised by the City at any time to address changing priorities in the street and road maintenance and safety needs; and

WHEREAS, the City, will receive an estimated \$150,080 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City has developed the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain a portion of the streets/roads throughout the City; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk/poor" condition and the funding from SB1 will help the City maintain and rehabilitate a portion of the streets throughout the City; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE be it resolved by The City Council of the City of Gridley, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The attached list of newly proposed projects will be funded in-part or solely with Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues.

I HEARBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 20th of June, 2022 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

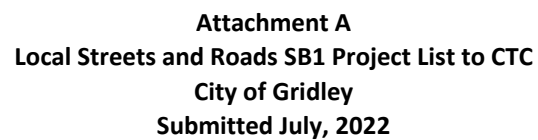
ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Administrator

Bruce Johnson, Mayor

[illegible]

Local Streets and Roads - Projected Revenues

Estimated January 2022

2021-22			2022-23		
		Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	
Biggs	Butte	50,075	35,770	85,845	55,178
Chico	Butte	2,873,052	2,309,236	5,182,288	3,202,492
Citrus Heights	Sacramento	2,317,835	1,818,785	4,136,620	2,582,341
Colusa	Colusa	160,966	129,826	290,792	178,883
Corning	Tehama	205,081	158,741	363,822	227,894
Gridley	Butte	175,593	136,371	311,964	195,048
Live Oak	Sutter	248,050	194,014	442,064	275,831
Marysville	Yuba	320,129	252,713	572,842	356,139
Orland	Glenn	220,050	176,615	396,666	244,750
Oroville	Butte	466,751	369,987	836,738	519,534
Paradise	Butte	715,363	543,040	1,258,403	792,834
Rancho Cordova	Sacramento	2,103,877	1,649,999	3,753,876	2,343,837
Red Bluff	Tehama	377,042	295,609	672,651	419,525
Roseville	Placer	3,850,367	3,042,148	6,892,516	4,290,867
Tehama	Tehama	17,391	9,279	26,670	18,724
Wheatland	Yuba	98,211	74,772	172,983	108,865
Williams	Colusa	141,757	113,649	255,407	157,441
Willows	Glenn	162,680	129,101	291,781	180,735
Yuba City	Sutter	1,835,157	1,465,948	3,301,105	2,045,069
County of Butte	Butte	7,387,534	6,700,952	14,088,486	8,249,147
County of Colusa	Colusa	2,304,656	2,344,498	4,649,154	2,532,807
County of Glenn	Glenn	2,813,594	2,860,906	5,674,500	3,092,356
County of Placer	Placer	13,591,983	9,464,722	23,056,705	14,968,103
County of Sacramento	Sacramento	35,205,374	26,608,109	61,813,483	39,248,230
County of Sutter	Sutter	3,827,639	3,632,696	7,460,335	4,281,127
County of Tehama	Tehama	3,978,127	4,024,115	8,002,242	4,381,907
County of Yuba	Yuba	3,088,768	2,870,715	5,959,483	3,448,520
SD 04 Total		88,537,102	71,412,319	159,949,421	98,398,186
					78,591,176
					176,989,362

City Council Agenda Item #4
Staff Report

Date: June 20, 2022

To: Mayor and City Council

From: City Administrator/Finance Director Elisa Arteaga and Police Chief Rodney Harr

Subject: Approval of Resolution No. 2022-R-021: A Resolution of the City Council of the City of Gridley Approving the Memorandum of Understanding Between the Gridley Police Officers Association and the Gridley City Council

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests that the City Council accept the new Memorandum of Understanding (MOU) between the City and the Gridley Police Officers Association (GPOA) by adoption of Resolution No. 2022-R-021.

Background

The City's current MOU with GPOA expired on June 30, 2022. The City's negotiating team, including the Finance Director, Human Resources Manager, and the Administrator and GPOA conducted multiple negotiating sessions regarding a successor agreement and signed a tentative agreement May 17, 2022. The proposed MOU is a three-year contract and contains the following notable changes from the prior agreement: modest compensation adjustments of 4% effective July 1, 2022, 3% effective July 1, 2023, and 3% effective July 1, 2024, and the addition of 40 hours of non-cost sabbatical to be used annually during the term of the contract. The City added Veterans Day to the list of observed holidays. The remaining substantive provisions of the current MOU remain unchanged. The City has received notice that the GPOA ratified the agreement at a level consistent with City Council provided authorization.

Fiscal Impact

The wages changes and financial impacts for the IBEW, POA, and MMCU are described below. Funds are available for all three groups.

WAGES		Current	4% -3% - 3%
GPOA	\$	2,200,955.74	\$ 2,362,266.19
IBEW	\$	2,846,156.75	\$ 3,063,276.05
MMUR	\$	1,580,329.63	\$ 1,701,983.79
Increase in Cost			4% -3% - 3%
GPOA			\$ 161,310.45
IBEW			\$ 217,119.30
MMUR			\$ 121,654.16
Diff in costs			\$ 500,083.92

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachment

Resolution No. 2022-R-021 with Attachments

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GRIDLEY POLICE OFFICERS' ASSOCIATION (GPOA) AND THE GRIDLEY CITY COUNCIL

WHEREAS, negotiations between the City Council of the City of Gridley and representatives of the GPOA have been conducted regarding wages, hours, and working conditions for certain designated employees of the City of Gridley which negotiations have culminated in the preparation of the Memorandum of Understanding, a copy of which is attached hereto, marked Attachment "A" and incorporated herein;

WHEREAS, the GPOA has ratified the Memorandum of Understanding; and,

WHEREAS, the City desires to clarify and affirm the existing benefits for current employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gridley as follows:

1. The Memorandum of Understanding (Attachment "A") between the City of Gridley and the GPOA is hereby approved.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 20th day of June, 2022 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Administrator

Bruce Johnson, Mayor



MEMORANDUM OF UNDERSTANDING

City of Gridley
&
Gridley Police Officers Association

July 1, 2022 – June 30, 2025

*June 20, 2022
Resolution No. 2022-R-021*

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of July 1, 2022, by and between the designated representatives of the **CITY OF GRIDLEY** (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the "CITY", and the designated representatives of the **GRIDLEY POLICE OFFICERS' ASSOCIATION** (a recognized employee organization as defined in Section 3501 (b) Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as ASSOCIATION or GPOA. In this document the terms GRILDEY POLICE DEPARTMENT shall hereinafter be referred to as "DEPARTMENT."

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the CITY, ASSOCIATION and the general public may benefit there from, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of CITY.

NOW THEREFORE, the parties hereto do agree as follows:

TITLE 1. PREAMBLE

1.1 Principles

The parties acknowledge the provisions of Chapter 10 (Section 3500, et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 Non-Discrimination

It is the policy of the CITY and ASSOCIATION not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color or national origin.

1.3 City - Association Relations

This Memorandum of Understanding is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The CITY and ASSOCIATION agree to promote harmonious relations between the parties and other employee groups; establish and maintain an orderly bargaining procedure; work to provide the best possible service for the general public; prompt and fair disposition of all grievances and disputes; and adhere to this Agreement.

1.4 Rights of Employees

Employees have the right to organize or join employee organizations of their own choice for the purpose of representation on all matters of employer-employee relations. Employees are free to join or not to join an employee organization and shall have the right to refuse to join or participate in the activities of employee organizations. Membership or non-membership in an employee organization is not a condition of employment and the employee will not be granted preferential treatment nor will they be withheld for equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent themselves individually in their employment relations with the CITY. Employees shall not have the right to strike or to recognize a picket line of a labor organization while in the course of the performance of their official duties.

1.5 City Rights

CITY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by law or this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by CITY include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities, and operations; to direct the work force; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed by CITY's employees and the services to be provided; to classify positions; to determine the methods, processes, means and places of providing services.

1.6 Section Titles

Section Titles in this Agreement are for identification purposes only, and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.

TITLE 2. RECOGNITION

2.1 Recognition

The CITY recognizes the Gridley Police Officers' Association, hereinafter referred to as the ASSOCIATION, as the exclusive representative of those employees of the CITY except management or confidential in the DEPARTMENT, consisting of the classifications, Police Sergeant, BINTF Detective, Detective, School Resource Officer, Police Officer, Public Safety Dispatch and Records Supervisor, Public Safety Dispatcher, and Animal Control Officer. The provisions of this Memorandum of Understanding, hereinafter set forth, shall apply only to those employees of the CITY of Gridley for whom ASSOCIATION is the established exclusive representative.

2.2 Applicability

The provisions of this Agreement shall be limited to their application to employees of CITY in the bargaining unit described in Section 2.1. Wherever the words "employee" and "employees" are used in this Agreement, they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom ASSOCIATION is the exclusive bargaining representative. The respective obligations of the parties herein shall be operative only insofar as ASSOCIATION acts in the capacity of exclusive bargaining representative of said employees.

2.3 Representation

Before any action is taken which could result in possible discharge or other disciplinary action against an employee, the CITY shall provide a written, formal charge, which states:

- The charge;
- The reason for the charge;
- The proposed action to be taken;
- A copy of all materials upon which the charge is based, to the extent that such materials are currently available to the CITY;
- A statement of rights to ASSOCIATION representation;
- A statement of rights to respond.

Any employee, at their request, shall be permitted representation by an ASSOCIATION representative.

The foregoing shall apply to disciplinary actions and hearings, providing there is no unreasonable delay in obtaining representation. All employees covered under this MOU are presumed innocent of all allegations until proven otherwise.

2.4 Contract Services

In the event that the CITY negotiates a contract to provide law enforcement services to another public agency, and such contract requires the CITY to hire additional law enforcement personnel, the CITY and ASSOCIATION agree to meet and consult concerning possible modifications to Section 2.1 affecting personnel providing contract services.

TITLE 3. ASSOCIATION SECURITY

3.1 Check off Dues

The CITY shall make monthly payroll deductions of ASSOCIATION dues from the earning of each individual employee who is a member of the ASSOCIATION, and who individually and voluntarily authorizes such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

Monthly payroll deductions shall be made and a check for the total deductions shall be submitted to the ASSOCIATION, within five (5) working days of the date the dues are withheld from the employee's check. The CITY shall notify ASSOCIATION each month at the time of the dues transmittal to ASSOCIATION of any changes since the previous dues transmittal and the reasons therefore.

3.2 Association Information

The CITY shall provide all new employees with ASSOCIATION Membership application forms, payroll deduction authorization forms, and a copy of this Memorandum of Understanding on or before the first day of employment. Such materials will be furnished to the CITY, by the ASSOCIATION.

TITLE 4. ASSOCIATION ACTIVITY

4.1 Association Orientation

The CITY shall give the ASSOCIATION one (1) hour with all new employees for the purpose of explaining CITY policies, ASSOCIATION Contract orientation, and enrollment into the ASSOCIATION. This time shall be compensated for by the CITY and shall be done within five (5) days following the date of hire.

4.2 Lists

On or before January 31st of each year, CITY shall furnish ASSOCIATION with a list showing the name of individual, home address, home telephone number, employment date, and classification of each Police Department employee, and date vacancy filled.

4.3 Non-Discrimination

Neither the CITY, nor the ASSOCIATION, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of his membership, or non-membership, in ASSOCIATION or his activity on behalf of ASSOCIATION.

4.4 Representatives of Association

The ASSOCIATION's representatives shall be permitted by the CITY to transact ASSOCIATION business on

the premises of the CITY during working hours. Such time shall not interfere with the current work in progress.

ASSOCIATION members shall only transact ASSOCIATION business on the premises of the CITY with approval of the appropriate Supervisor, whose permission shall not be unreasonably denied.

4.5 Bulletin Boards

The CITY agrees to provide adequate space on the bulletin boards, in employee assembly areas, for dissemination of ASSOCIATION information to its members.

4.6 Negotiations

Three (3) ASSOCIATION members shall be allowed time off to meet with CITY to negotiate changes in the Memorandum of Understanding, retirement plan, or new conditions not covered in the Agreement. This time off shall be compensated for by the CITY at the normal rate of pay.

TITLE 5. GRIEVANCE PROCEDURE

5.1 Statement of Intent – Notice

It is the intent of both the ASSOCIATION and the CITY that the processing of disputes through the Grievance Procedure will give meaning and content to the Memorandum of Understanding (M.O.U.) through a concise procedure for resolution of disputes. It is understood and agreed that whenever a provision in this Title refers to an employee filing a grievance, the ASSOCIATION may file such grievance, either on the employee's behalf or on behalf of the ASSOCIATION. In such an event, the processing of the grievance shall comply with all other provisions of this grievance procedure Title. It is therefore the stated purpose of this procedure to:

- Avoid grievances and misunderstandings
- Orally handle as many grievances as possible within the framework of this Agreement
- Expeditiously investigate and quickly dispose of such grievances or problems

The ASSOCIATION and the CITY agree that they will continue to work within the framework of the Agreement to further the above-stated objectives. Should the above fail to resolve a grievance, the following steps shall be utilized to resolve the dispute between the parties. Disputes involving the following subjects shall be determined by the Grievance Procedure established herein:

- Interpretation or application of any of the terms of this Agreement, including Exhibits thereto, Letters of Agreement, informal interpretations and clarifications executed by the ASSOCIATION and the CITY.
- Disputes as to whether a matter is a proper subject for the Grievance Procedure.

Objections or disputes regarding discharge, demotions, or suspensions of any employee are not proper subjects to be determined by the grievance procedure established in Title 5 of this Memorandum of Understanding, but are proper subjects under Title 6 of this Memorandum.

5.2 Step One: Association President

The initial Step in the adjustment of a grievance shall be the presentation of a written grievance to the grievant's supervisor setting forth (1) the action complained of, (2) the rule, procedure or other policy claimed to have been violated or not followed by the action, and (3) the employee's proposed solution, followed by a discussion between the ASSOCIATION president and the immediate Supervisor directly

involved, or Department Head as applicable, who shall answer within five (5) working days. This Step shall be started within fifteen (15) working days of the date of the action complained of, or the date the grievant became aware of the incident, which is the basis for the grievance.

5.3 Step Two: Department Head

If a grievance is not resolved in the initial Step, the Second Step shall be a discussion between either the ASSOCIATION president, or the ASSOCIATION representative, and the Department Head who shall answer within ten (10) working days. This Step shall be taken within ten (10) working days of the date of the immediate Supervisor's answer in Step One.

5.4 Step Three: City Administrator

If a grievance is not resolved in the Second Step, the Third Step shall be presentation of the grievance, in writing, by the ASSOCIATION or its representative to the CITY Administrator who shall answer, in writing, within ten (10) working days. The Third Step shall be taken within ten (10) working days of the date of the answer in Step Two.

5.5 Step Four: City Council

If a grievance is not resolved in the Third Step, the Fourth Step shall be the presentation of the grievance within ten (10) working days by the ASSOCIATION Business Representative to the City Council. The City Council shall meet within fourteen (14) working days of the request, take evidence and reach a majority decision. A majority decision of the quorum of the City Council at such hearing would be binding upon both parties. In considering any grievance brought before the City Council, the City Council may conduct such additional investigation and take such additional evidence as it may desire, in the Council's sole discretion.

5.6 Grievance Processing

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Time limits may be extended by mutual agreement. Any grievance for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure. Time limits shall run from the date when time for disposition expired.

5.7 Enabler Clause

Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the CITY and to have such grievances adjusted without the intervention of ASSOCIATION, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding, and provided, further, the ASSOCIATION or its representative shall be given an opportunity to be present at such adjustment, as an observer only.

TITLE 6. DISCIPLINARY AND COMPLAINT PROCESS

6.1 Citizen Complaints

The CITY and the ASSOCIATION agree that it is in the interest of the CITY, citizens of the CITY of Gridley, and members of the ASSOCIATION that citizens' complaints be investigated promptly and resolved with all due dispatch. Employees shall be considered innocent until proven otherwise after an investigation has been conducted. In order to accomplish prompt resolution of citizens' complaints, it is agreed that:

- All complaints shall be in writing on a form provided by the Department whenever possible. All

complaints shall be investigated, whether written or not.

- The officer who is the subject of the complaint shall be notified in writing no later than their next working day that a complaint was made.
- Findings will be made on citizen complaints within sixty (60) days of the date the complaint is received.
- The Chief of Police will take such actions as are within his power within said Sixty (60) days whenever possible.

6.2 Pre-Disciplinary Procedures

All pre-disciplinary procedures shall be conducted in accordance with *Skelly vs. State Personnel Board* and Sections 3300-3311 of the California Government Code known as the "Public Safety Officers Procedural Bill of Rights" and the CITY of Gridley Personnel Rules.

6.3 Right of Appeal

Any regular employee who has completed their initial probationary period shall have the right to appeal a suspension, demotion, or other discipline imposed on that employee to the City Council.

Method of Appeal

A regular employee may file a written notice within seven (7) calendar days, starting from the date of receipt of a decision by the Department Head/City Administrator.

The appeal shall be addressed to the City Council and filed with the City Clerk. The appeal shall set forth the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within seven (7) calendar days after receipt of the appeal, the City Clerk shall inform each member of the City Council, the City Administrator and all other persons named or affected by the appeal.

Notice of Hearing

When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing shall not be less than ten (10) calendar days from the date of filing of the appeal. The City Clerk shall notify all interested parties of the date, time and place of the hearing.

Hearing (Review of Record)

When an appeal has been filed, the City Council shall review all evidence previously considered and make a final determination of the issue. A new hearing will be held if it is determined that evidence was improperly excluded, or there was a deprivation of due process rights in which case there will be a hearing de novo. Both parties will be allowed to present a brief presentation concerning their interpretation of the record. Hearings shall be closed, unless the appellant files a written request for an open hearing.

Findings

The City Council, within fifteen (15) calendar days after said hearing, shall make a finding. The City Council may:

- follow the recommendations of the City Administrator; or
- reinstate the employee; or
- order any disciplinary action which it judges to be appropriate based on the evidence; or
- re-hear the matter as provided in Title 6; or

- sustain the original discipline action

The final finding of the City Council shall be the final administrative step in the disciplinary appeal process.

Extension of Time

Any time limit contained in this title may be extended by mutual agreement of the employee and the City Administrator.

TITLE 7. SAFETY

7.1 Prevention of Accidents

The CITY desires to maintain a safe place of employment and to that end the CITY shall make all reasonable provisions necessary for the safety of employees in the performance of their work. The CITY and the ASSOCIATION shall cooperate in promoting the realization of the responsibility of the individual employee and Supervisor with regard to the prevention of accidents, and to that end both parties agree to comply with all State and Federal Health and Safety Laws, rules and resolutions. In the event any applicable State or Federal Health or Safety rules are revised or adopted that conflict with current rules, such rule shall be revised.

7.2 Safety Equipment

The CITY agrees to provide, as needed, the following protective equipment to peace officers, as defined in Section 830.1 and 830.2 of the Penal Code:

Rain Gear	Ballistic Vest	Taser and Associated
Helmet and Face shield	Baton	Equipment
Flashlight	Firearm	
Complete Leather Gear	Chemical Agent and Holder	
Handcuffs	Personal Protective Equipment (PPE)	

The standards for the above equipment provided by the CITY shall be set by the CITY. Each employee shall be issued one of each of the above items. In event of the employee's termination of employment, the items shall be returned to the City in good condition, with normal wear and tear expected. In the event that any CITY issued equipment is damaged during the course of employment and in the normal performance of the employee's duties, it shall be replaced upon the employee returning the damaged equipment to the CITY, with sufficient explanation of the cause of the damage. If equipment is not returned as set forth above, the employee shall pay the CITY the cost of the replacement item.

Members required to carry a firearm may provide their own firearm. Such firearm shall comply with standards set by the CITY. CITY shall provide appropriate ammunition in a reasonable amount.

The BINTF Detective may submit a budget request each year for safety or specialized equipment, not otherwise listed above. The Police Chief may authorize the purchase of such equipment that, in his opinion, is necessary for this assignment. This may include the cost of cellular phone service that exceeds the amount of the CITY payment authorized in Section 18.10.

7.3 Uniforms

The CITY shall pay a uniform allowance to the following ASSOCIATION members: Police Sergeant, Police Officer, Detective, Public Safety Dispatch Supervisor, Public Safety Dispatcher, and Animal Control Officer. The amount of the allowance shall be One thousand three hundred dollars (\$1,300) per year payable in advance annually with the first payroll cycle in July. The allowance is for application toward the cost of uniforms and uniform and equipment maintenance expenses and for replacement of uniforms due to normal wear. The uniform color shall be as directed by uniform standards in the policy manual.

The uniform allowance shall be adjusted annually to reflect changes in the Consumer Price Index (Urban Wage Earners and Clerical Workers, U.S. City Average) The adjustment will be effective on July 1 of each year based upon the most recent 12-month data reported each June (May to May data). These adjustments will be rounded to the nearest dollar.

Employees hired during the term of this MOU will be provided one complete set of uniforms and related required equipment as per the policy manual. The employee would receive a pro-rata amount of the annual allowance (in full monthly units) on the first regular payroll dated following their hiring date. For example, if an employee is hired on November 15, that employee would receive a uniform and, at the first payroll cycle following employment, the employee would receive 7/12 of the annual uniform allowance for the remainder of the fiscal year.

Employees who separate during the term of this MOU may be required to return a portion of the uniform allowance under the following circumstances:

- If the employee separates between July 1 and December 31, one-half (½) of the amount paid as the allowance in the first payroll cycle in July will be repaid to the City.
- No return of the annual uniform allowance would be required if the employee separates between January 1 and June 30.

TITLE 8. EMPLOYEE STATUS

8.1 Employee Designation

Employees will be designated as Regular, Probationary or Temporary depending upon the purpose for which they were hired and their length of continuous service with the CITY.

8.2 Employee Defined

A regular employee is defined as an employee who has satisfactorily completed a twelve (12) month probationary period of employment with the CITY, with the exception of employees in the classifications of Police Sergeant and Police Officer who shall have completed an eighteen (18) month probationary period. All promotional appointments shall be subject to a 12-month probationary period.

8.3 Probationary Employee

A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee will receive not less than the minimum rate for the job and will be eligible to accrue sick leave, holiday pay, vacation leave, insurance coverage or items of a similar nature in accordance with personnel rules and this MOU. Upon satisfactory completion of the probationary service with the CITY, a probationary employee will be given the status of a regular employee. A probationary employee may be terminated at any time during the probationary period, without cause, and the probationary employee shall have no right to appeal the

termination.

A probationary employee that falls under the classification of police cadet/recruit that is being sponsored by the Gridley Police Department attending a P.O.S.T. approved police academy, and who successfully completes the academy and the department Field Training Program, shall have their 18-month, sworn police officer classification probationary period calculated as starting from the first day of attendance at the academy. This calculation does not apply to the time required for the achievement of a POST Basic Certificate. The parties agree that Police Officer Recruit/Cadet is a non-safety position for the purposes of other benefits provided under this MOU.

8.4 Temporary Employee

A temporary employee is defined as an employee hired by the day for occasional or seasonal work for a period not to exceed one hundred and twenty-five (125) days, or 1,000 hours per fiscal year. A temporary employee will receive not less than the minimum rate for the job but will not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage, retirement benefits or items of a similar nature. Upon completion of one-hundred twenty-five (125) days, or 1,000 hours, of continuous service with the CITY, within a single fiscal year, a temporary employee will be given the status of probationary employee. If the temporary employee's continuous service is interrupted at any time, he/she will lose the accumulation of hours toward the 1000-hour goal and would not be eligible to receive CITY benefits nor would enter into Probationary Status.

8.5 Regular Part-Time Employee

An employee appointed to fill, on a less than full-time basis, a budgeted position shown in the salary resolution. Any employee hired into a regular part-time position shall be provided all benefits based on a pro-rata basis as compared to the normal work hours for their classification, with the exception of Medical and Dental, which shall be available to the employee, with the CITY and the employee equally share the cost.

TITLE 9. WAGES AND CLASSIFICATIONS

9.1 Wages

Employees shall be paid the wages established for their classifications.

9.2 Pay Day

Wages shall be paid on a bi-weekly basis. Upon request, the City Administrator may approve advances on wages for up to one pay period.

9.3 Wage Schedule

Attached hereto and made a part hereof is Exhibit A, titled "Gridley Police Officers Association Wage Schedule" which shall be effective from July 1, 2022, through June 30, 2025. The schedule is based upon the following adjustments: Effective July 1, 2022 GPOA employees will receive a 4% increase. Effective July 1, 2023 GPOA employees will receive a 3% increase. Effective July 1, 2024 GPOA employees will receive a 3% increase.

Officers assigned to the Detective, BINTF Detective and School Resource Officer positions shall receive an additional 5% increase to their base pay.

9.4 Longevity Pay

In order to promote retention, and to reward dedicated employees for their years of service, the following longevity pay shall be added to that employee's base salary upon the anniversary date of their employment, and applies to all full-time employees within the bargaining unit.

- Effective with an employee's 5th consecutive year of service, one percent (1%) of the employee's gross salary shall be added to that employee's base salary.
- Effective with an employee's 10th consecutive year of service, one percent (2%) of the employee's gross salary shall be added to that employee's base salary for total longevity pay of three percent (2%).
- Effective with an employee's 15th consecutive year of service, an additional one percent (3%) of the employee's gross salary shall be added to that employee's base salary for total longevity pay of three percent (3%).
- Effective with an employee's 20th consecutive year of service, an additional one percent (4%) of the employee's gross salary shall be added to that employee's base salary for a total longevity pay of four (4%).

The longevity incentives do not stack with each other. An employee that has returned to employment with the City of Gridley after a break in service may begin their length of service calculation from the years of employment they had prior to the separation. This shall not provide the affected employee seniority under other sections of this MOU. Longevity pay will be effective at the beginning of the month following the applicable anniversary date.

9.5 Field Training Officer (FTO) Pay

Individuals assigned as Field Training Officers (FTOs) shall receive one hour of overtime per day while assigned a trainee.

9.6 Educational Incentive

Incentive pay percentages listed below shall be converted to an equivalent flat dollar amount plus \$50 provided the salary increase specified for the first pay period in July 2011 is included in the conversion, and the following adjustments are included in the following flat dollar amounts:

Associates Arts Degree	1%
Bachelor's Degree	2.5%
Master's Degree	5%

The degrees must be issued by an accredited educational institution.

9.7 Tuition Reimbursement

Positions covered by this agreement shall be eligible to participate in the Tuition Reimbursement program for continuing education courses in pursuit of an Associate's, Bachelor's, Master's or Doctorate degree, from an accredited educational institution or for law enforcement related courses.

Advance approval for any P.O.S.T. approved law enforcement related course by the Police Chief is required, no advanced approval is needed for coursework completed in pursuit of an educational degree. Courses must be taken outside of regular work hours. The reimbursement may apply to fees,

books, and/or materials not to exceed \$500 per year. Reimbursement is to be made following satisfactory completion of the class upon receipt of a certificate (a photocopy is acceptable) or a printout showing a grade point average of 2.0 or above on a 4-point scale.

TITLE 10. WORK PERIODS/SHIFT SCHEDULING

10.1 Work Period

The work period shall consist of a seven-day work period commencing on Sunday at 12 O'clock midnight, and ending the following Saturday at 12 O'clock midnight. For the purposes of the FLSA and overtime, employees are eligible for overtime for work in excess of forty hours in a work period as provided by the Fair Labor Standards Act. When the use of paid time such as vacation or sick leave is used under this schedule, employee shall use 10-hour increments when on a ten-hour work schedule.

10.2 Work Shifts/Bidding

Shifts will be picked by departmental seniority. An officer cannot pick or stay on a shift with weekends off, for more than six months per year. Shift rotation will be every three months.

The Police Chief has the right to assign officers to the schedule to best fulfill the needs of the Department, for remedial training and/or for disciplinary reasons. The Police Chief may take into consideration training, experience and other factors necessary to provide appropriate staffing for public safety.

10.3 Shift Hours

The standard workweek for employees in the classification of Dispatcher/Records Technician shall be 80 hours per two weeks utilizing 12-hour shifts, 10 hour shifts or a combination of both. The Animal Control Officer shall be forty (40) hours per week, which shall consist of five (5) consecutive workdays and two (2) consecutive days off. A workday for the employees covered by this paragraph shall consist of either twelve (12) or eight (8) consecutive hours within which is included a reasonable lunch period.

The standard workweek for employees in the classifications of Police Officer, Detective and Police Sergeant shall be one or a combination of the following, upon agreement with the association and the Chief of Police, and taking into account the staffing needs of the department.

- A 4/10 work schedule
- An alternating 3/12 and 4/12 work schedule
- A combination of a 12 hour and 10 hour work schedule

A 5/8 shift may be implemented for the classification of School Resource Officer to meet the needs of the department.

Except in a declared City emergency, it is agreed that any required change in the days or hours of regular work schedule of an employee covered by this agreement shall entitle affected employee to be paid time and one-half for the first the first affected shift only unless the CITY has given the employee seven (7) days' notice.

Employees may or may not receive consecutive days off during a week in which employees rotate shifts on a department-wide basis. However, such shift rotation shall be no more than four (4) times yearly, unless otherwise agreed upon by the ASSOCIATION and the CITY. At rotation, no employee shall be required to work two (2) shifts with less than eight (8) hours between shifts.

10.4 Shift Differential

Swing shift is defined as any 10 or 12-hour shift that starts at or after 1400 hours. Graveyard shift is defined as any 10 or 12-hour shift that starts at or after 1800 hours. Employees assigned to work a swing shift shall receive an additional \$0.50 per hour to their base pay. Employees assigned to work a graveyard shift shall receive an additional \$1.50 per hour to their base pay.

An officer called into work during these hours but not assigned to work the affected shift shall not receive shift differential pay unless their time worked exceeds three hours.

10.5 Overtime Defined

Overtime is defined as time worked in excess of the employee's applicable work period.

Overtime shall be computed to the nearest one-quarter hour. Overtime shall be authorized, in advance, by the immediate Supervisor, Department Head or City Administrator.

10.6 Overtime Compensation

Overtime compensation shall be paid/earned at a rate equivalent to one and one-half (1-1/2) times the individual employee's straight time rate of pay.

10.7 Court Overtime

Overtime compensation shall be paid for employees required to appear in court or at an official hearing, in connection with their duties, other than during their normal workday. The minimum time for which overtime shall be paid under this Section is three (3) hours on a non-workday and two (2) hours on a workday.

10.8 Court Overtime (Day Off)

In the event that an individual is subpoenaed to court to testify on their day off, special provisions may apply. Normal court appearances are subject to regular overtime provisions. In the event that a court appearance is cancelled after 1700 hours on the previous day, the individual is entitled to two hours of overtime pay, even if no appearance is required.

10.9 Call Back/Vacation Call Out

Any employee who is required to return to work after completion of a shift and after having left work, prior to the beginning of the next shift, or on a day off, shall receive overtime compensation. The minimum time for which overtime shall be paid under this Section is three (3) hours on a non-workday and two (2) hours on a workday.

TITLE 11. PROMOTION AND TRANSFER

11.1 Posting Vacancies

When new jobs or additional jobs are created, or vacancies, other than temporary vacancies occur, which the CITY intends to fill, the CITY shall post vacancy notices on all bulletin boards and a copy shall be provided to the ASSOCIATION. Vacancy notices shall be posted for a period of five (5) working days,

and shall set forth the date of the posting the classification and location of the job, its duties, and qualifications required and the rate of pay. Regular employees may submit applications on such jobs to the CITY office and the CITY shall not consider any applications submitted or postmarked more than five (5) working days from the date that the five (5) day posting period expired. In filling jobs, CITY shall give preferential consideration to employees in the order of their CITY seniority.

11.2 Bypass for Lack of Qualifications

Notwithstanding Title 11.1, the CITY need not consider the bid of any employee who does not possess the knowledge, skill, efficiency, attitude, adaptability, ability to work with others and physical ability required for the job on which the bid is made. The CITY shall be the sole judge of the qualifications. When the CITY intends to appoint an employee to a vacancy in preference to an employee with greater seniority as provided in 11.1, the CITY shall notify the ASSOCIATION of its intent prior to such appointments.

11.3 Filling Vacancy

Vacant positions within the bargaining unit shall be filled within 90 days of the created vacancy unless it is impossible, impractical or futile to do so. This shall not, in any way, interfere with CITY's rights to determine staffing levels or other rights set forth in Section 1.5.

TITLE 12. DEMOTION AND LAYOFF

12.1 Notice

When it becomes necessary for the CITY to lay off probationary regular employees, the CITY shall give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' notice of layoff. Where temporary employees are to be laid off, no notice of layoff need be given.

12.2 Layoff

When it becomes necessary to reduce the work force, layoffs shall be in reverse order of seniority, and senior employees shall be retained, provided they have necessary skill and ability to perform the required work.

TITLE 13. LEAVE OF ABSENCE

13.1 Eligibility

"Leave of Absence" may be granted to regular employees by the CITY Administrator, or his duly authorized representative, for urgent and substantial reasons, providing that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. All applications for "Leave of Absence" shall be made in writing except when the employee is unable to do so.

13.2 Periods of Leave

The CITY Administrator may grant a "Leave of Absence" without pay to a regular employee for a period not in excess of ninety (90) days. The City Council may grant an additional "Leave of Absence" without pay to such employee if his personal circumstances and his service to the CITY warrant the granting thereof.

13.3 Status

An employee status as a regular employee will not be impaired by such a "Leave of Absence" and his seniority shall accrue. During the period of a "Leave of Absence", an employee's position and tour of duty will only be filled on a temporary basis.

13.4 Commence and End

A "Leave of Absence" will commence on and include the first workday on which the employee is absent and terminate with, and includes the workday preceding the day the employee returns to work. The conditions under which an employee will be restored to employment on the termination of "Leave of Absence" shall be clearly stated by the CITY on the form on which application for the leave is made.

13.5 Reinstatement

Upon an employee's return to work after a "Leave of Absence", he will be reinstated to his former position and working conditions, except when there has been a reduction of forces or the position has been eliminated during said leave, he will be returned to the position he would have been in had he not been on a "Leave of Absence".

13.6 Termination of Service

If an employee fails to return to work on the first working day after the expiration of this "Leave of Absence", he will be deemed to have resigned from employment with the CITY and his employment will terminate provided, however, that the CITY Administrator may, for good cause shown, authorize an additional five (5) days extension of the "Leave of Absence" provided that application for such extension is made prior to the expiration of his "Leave of Absence".

Any employee who accepts gainful employment while on "Leave of Absence" terminates his employment, unless such employment is approved by the CITY.

13.7 City "Leave of Absence"

Members of ASSOCIATION who are temporarily or permanently appointed to positions within the CITY, but outside the jurisdiction of the ASSOCIATION, shall at their request, receive "Leaves of Absence" for periods not to exceed one (1) year. An employee who is granted such a "Leave of Absence" shall continue to accrue seniority and retain the right to return to their previous classification. However, should the employee successfully seek employment within the jurisdiction of the ASSOCIATION after their "leave" expires, they shall suffer loss of seniority for job bidding purposes only. They shall work within the jurisdiction of ASSOCIATION for a period equal to the time they were outside of the ASSOCIATION jurisdiction to receive their job bidding seniority.

13.8 Military "Leave of Absence"

An employee who leaves their employment with the CITY to enter the Military service or other service, where their rights are protected by Federal and State Law, shall be granted a "Leave of Absence" under the provision of Section 13.1 to 13.6, inclusive. Upon qualifying for re-employment under any such law, and being re-employed, they will be granted a further retroactive "Leave of Absence" to cover the balance of their absence.

13.9 National Guard

An employee attached to the National Guard or Military Reserves, who is required to participate in the annual training encampment, reserve meetings, and/or is called to active duty, shall be so compensated

up to thirty (30) calendar days and shall be given up to one hundred eighty (180) days of "Leave of Absence", provided the employee has at least one (1) year of service. Employees shall be placed on "Leave of Absence" only upon receipt of the Order to Duty.

13.10 Funeral Leave

A regular employee shall be granted time off with pay to attend to the funeral of a member of the immediate family. The immediate family shall be limited to: employee's spouse, parents, grandparents, children, grandchildren, brothers, sisters, brother-in-law, sister-in-law, father-in-law, and mother-in-law. Funeral leave shall consist of up to three (3) working days per occasion. If the deceased immediate family member is the employee's spouse, parent, father-in-law, mother-in-law, or child, the employee's funeral leave shall consist of five (5) days per occasion. In other cases, the CITY Administrator may approve paid funeral leave.

Probationary employees who have not attained regular status shall be allowed time off with pay, as provided for above.

13.11 Jury Duty

Employees called for jury duty, grand jury trial, or inquest shall be granted the necessary time off for this purpose under the following conditions: Employees called for jury duty, grand jury trial, or inquest shall be compensated by the CITY for the difference between his regular wages and any compensation received as a juror. Expenses and travel allowances which are not taxable and payment for jury duty on non-workdays will not be included in computing the remuneration received from the Court.

13.12 Benefits While on Leave

An employee on a "Leave of Absence", as provided herein, shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee may, however, at their option and expense, maintain their group insurance coverage providing the full monthly premium is received in the Finance Department of the CITY on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the "Leave of Absence" is a result of exhaustion of sick leave benefits, an employee's group insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays their share of the premium on a timely basis.

13.13 Application

This Title applies to any and all employees on "Leave of Absence" as of the effective date of this Agreement.

13.14 Employee Obligation to Communicate with Employer While on Leave

Employee shall have the obligation to reasonably communicate with the City when Employee is absent from work due to leave. Employee's obligation to communicate during vacation leave shall be at Employee's reasonable discretion, and shall not be a requirement subject to these provisions. At all other times and for all other types of leave, Employee shall be under a duty to return phone calls and other electronic communications from the City from time to time related to Employee's leave status as well as to respond to the City's questions concerning matters relevant to Employee's job with the City. To the extent physically able to do so, Employee shall be obligated to return phone call promptly and within 24 hours if Employee is unable to respond to the telephone when the call is initially placed. As to other electronic communications, employee shall promptly respond within 24 hours (again, assuming

Employee is physically able to do so). Additionally, Employee shall, to the extent physically able to do so, make themselves personally available to discuss with the City Employees job status and matters related thereto as well as to discuss matters relevant to and related to Employee's job with the City. Employee shall report to their regular place of employment or such other location reasonably located within the City as the City may direct from time to time to meet with the City representatives. If Employee is required to physically present themselves, they shall be compensated for time spent during such meetings as if they were actually performing work for the City (even though the purpose of such meetings shall be for purposes of communication and not to perform work). Employee shall physically report for face-to-face communications with the City upon 72 hours or more notification of the City's request for a meeting. Except for vacation leave, the Employee shall provide the City with a current telephone number and mailing address at all times while on leave. Employee's failure to communicate with the City as described above shall be grounds for discipline up to and including termination. Should the employee not respond within 24 hours, the Employer shall first notify the GPOA representative of employee's failure to respond. Subsequent to City notification, the GPOA representative shall have a minimum of one-full regular work day in order to contact said employee in order to open lines of. In the event that the representative is able to open communications between the employee within the one work-day timeframe, the Employer shall take no disciplinary actions against the employee regarding failure to communicate in reasonable and timely fashion.

TITLE 14. SICK LEAVE

14.1 Accumulation

Employees shall earn sick leave at a rate of 8 hours per calendar month of service or pro-rata portion. There shall be no limit to the accrual of unused sick leave. Individuals laterally transferring from an outside agency as a peace officer into a peace officer position with the Gridley Police Department shall be provided with up to 80 hours accrued sick leave at the time of hire in addition to the regular accruals.

14.2 Allowance

Sick leave shall be allowed for an absence due to a bona fide illness, off-duty injury, for the care of a sick/injured immediate family member as defined in section 2.30 of the personnel rules, or confinement for medical treatment. The definition of "Immediate family member" is expanded to include any person in the employee's household that they provide significant medical care for. A Doctor's certificate, showing proof of illness, may be required by the CITY only when the absence is more than three (3) consecutive days. Any such certification shall be paid by the CITY.

The CITY shall not require an employee to take vacation in lieu of sick leave or "Leave of Absence" due to illness. Employees may, if they wish, transfer sick leave credit to fellow department employees who have exhausted all their other leave due to illness or accidental injury. Approval of said transfers must be secured from the appropriate department director. Transfers shall be credited in terms of equivalent hourly amounts expressed in dollars.

14.3 Workers' Compensation

If an employee is injured on the job and receiving benefits under Workers' Compensation Act, he shall be allowed to use his unused leave benefits in an amount sufficient to provide wages equal to his salary as if he were normally employed, if the employee is not receiving his full wages under the provisions of Labor Code Section 4850; provided, however, that no uniform allowance will be given for any period of

time off work where the employee is not required to wear the uniform. This provision will cease when the employee's leave benefits are exhausted.

14.4 Sick Leave Pay Off

Sick leave balances are available to an employee only upon the retirement into the CalPERS retirement system within 120 days of retirement from the City. For those GPOA members hired prior to July 1, 2011, at the time of service retirement, sick leave, which has been accumulated during an employee's tenure with the CITY, shall be available at the current value for any of the following purposes:

- Reimbursed to employee upon retirement separation. Appropriate income taxes per IRS and State of California guidelines will be deducted upon payment of accumulated sick leave. This is not available to employees hired after July 1, 2011.
- Converted to years of service credits under PERS guidelines (all employees)
- Cash out the value of the sick leave accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances. This is not available to employees hired after July 1, 2011.

Note: Eligible employees may utilize the above in any combination but only up to the total available accrual at the time of retirement for the employee.

14.5 Sick Leave Incentive Payment

The CITY agrees to provide a sick leave incentive payment of \$200 per year to permanent full time employees who have not used more than three (3) days of sick leave during the previous 12 months (December 1 - November 30) of continuous employment with the DEPARTMENT. The incentive is payable during the month of December each year.

TITLE 15. HOLIDAYS

15.1 Holiday Entitlement

Employees may accrue 104 hours of holiday time in a "Holiday Bank". Such Holiday Bank hours shall be used or cashed out no later than June 30th of each year. Cash out requests must coincide with payroll check periods. Any remaining balances shall be forfeited except when community emergencies prevent such use. In that event, the City Council may restore such lost hours with an appropriate time limit. Employees who terminate City service shall be eligible for pay off of any accrued holiday bank hours. The City Administrator is authorized to approve exceptions to the holiday entitlement policy.

Employees required to work one of the following holidays shall be paid one and a half times their rate of pay for all hours worked.

The following holidays are observed by the City of Gridley for which all regular and benefited probationary employees will be entitled to hours in the "Holiday Bank:"

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Designated Thursday in November
Day after Thanksgiving	
Last Working Day before Christmas	
Christmas Day	December 25
Last Working Day before New Year's Day	
Floating Holidays (2) (zero (0) for employees hired after July 1, 2011, effective July 1, 2019)	

TITLE 16. VACATIONS

16.1 Vacation Allowance

Each regular employee in the classified service shall be entitled to earn vacation as follows:

<u>Years of Service</u>	<u>Rate in Hours</u>	<u>Max Accrual</u>
0 through 5 years	100 hours per year	160 hours
6 through 10 years	140 hours per year	240 hours
11 through 20 years	180 hours per year	320 hours
20+ years	220 hours per year	400 hours

Earned vacation is credited monthly at rates that are based upon length of continuous employment. Employees who exceed the maximum vacation accrual (for his or her length of employment) will be ineligible to earn additional vacation credit. Monthly vacation accrual will resume after the accumulated balance is reduced below the maximum accrual. Employees may choose to receive up to 80 hours of their vacation pay.

Individuals laterally transferring from an outside agency as a peace officer into a peace officer position with the Gridley Police Department shall be provided with 80 hours accrued vacation at the time of hire in addition to the regular accruals.

Unused Vacation

Employees whose employment with the CITY is terminated for any reason shall, at the time of termination, receive pay for any unused vacation hours previously earned, in accordance with the existing personnel rules and regulations.

16.2 Compensatory Time

Employee's accrual of compensatory time will agree with the Fair Labor Standards for State and Local Governments and Schools as follows:

- Regular employees may accrue up to 240 hours of compensatory time.
- Employees in public safety activities and emergency response activities may accrue up to 280 hours of compensatory time. Accrued compensatory time above 280 hours will automatically be cashed out.

16.3 Sabbatical

Employees shall be allowed a continuous 1-week (40 hour) period paid sabbatical each calendar year. This is to provide for the mental health and well-being of our members. This sabbatical is not an allotment of additional hours to be used in the same manner as vacation or sick leave and cannot be

used in increments. The sabbatical is a mandatory period of time off for the involved employee. This absence does not affect the regular accrual or use of any benefits covered under this MOU.

In January of each year the department shall post a list for officers to sign up for the requested dates of their sabbatical. The requests shall be granted in order of seniority. Employees shall not request a time period where a holiday would fall within the sabbatical. Nothing in this section prevents an employee from requesting vacation time immediately before or after the sabbatical.

TITLE 17. MISCELLANEOUS

17.1 Anti-Abrogation

The CITY shall not, by reason of the execution of this Agreement, abrogate or reduce the scope of any present plan, rule or item which is subject to the Meet and Confer process of the Meyers-Milias-Brown Act, which is not specifically covered by this Agreement.

17.2 Future MOU Amendments – ADA

The CITY and the GPOA shall meet, as needed throughout the contract, to refine and update the wording of the City Personnel Rules and this Memorandum of Understanding to reflect the statutory provisions of the Americans with Disabilities Act. The amended documents will then be submitted to the City Council for adoption.

17.3 Substance Abuse Policy

The CITY and the GPOA have agreed to implement the comprehensive substance abuse and testing policy attached to this Memorandum of Understanding as Exhibit "B".

17.4 Physical Fitness

The CITY desires its employees to remain physically fit and will reimburse GPOA members up to \$50 per month for a gym/fitness membership. Should a member pay for more than one month at a time (for example, six months in advance) the City will only reimburse that member at a rate of up to \$50 per month. The City Administrator will have the final approval or disapproval authority of any facility or business selected by the member to ensure the intent of this section is met.

17.5 Personnel Rules

The CITY and ASSOCIATION will review the Personnel Rules and this MOU during its term, and work together in an attempt to combine any language directly related to hours, wages and working conditions that are normally considered to be more appropriate to the MOU than the Personnel Rules.

TITLE 18. BENEFITS

18.1 Medical

City Medical Plans

The City shall provide the following medical plans:

Anthem Blue Cross HMO – High Option (HMO 1 as outlined in 8-11-14 Company provided summary)

Anthem Blue Cross PPO – High Option (PPO 1 as outlined in 8-11-14 Company provided summary)

Employee Contributions

Employees shall contribute the following dollar amounts plus 20% of any premium increase for their selected Blue Cross Plan:

Employee:	\$64.57
Employee + One:	\$104.14
Employee + Family:	\$137.88

In no event shall employee contributions exceed the following monthly contribution:

Employee:	\$100.00
Employee + One:	\$150.00
Employee + Family:	\$200.00

In Lieu Health Plan Contributions

Any employee who submits a written request to waive health insurance coverage and the City contribution to the cafeteria plan may do so provided they have proof of other health insurance coverage. Such employee shall receive fifty-percent (50%) of the 2014 monthly premium value of the plan tier for which the employee waives coverage, i.e. Employee Only (\$728), Employee +1 (\$1460), Family (\$1,897), and this payment shall be allocated to employee's payroll or to one of the City's tax deferred IRS plans provided herein. An employee may opt out of health coverage only during the regular open enrollment period.

18.2 Dental Plan

The CITY agrees to provide and maintain a Group Dental Insurance Program at the agreed-upon level of benefits and the CITY shall pay 100% of the costs of such coverage for the term of this agreement.

The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate described in COBRA for a period of up to 18 months (the available time period is also described by COBRA).

18.3 Life Insurance

The CITY shall provide and maintain a Group Life Insurance with accidental death and dismemberment benefits. The basic amount is \$50,000 for all employees and the premium will be paid by the CITY. In addition, CITY will provide a Standard Insurance Company long-term disability plan having a 90-day elimination period during the term of this Agreement, the full cost of which shall be borne by the CITY.

18.4 Cafeteria Benefit Fund/Health Savings Accounts

IRS 125 Plan

To the extent provided by the applicable IRS regulations, an employee shall have the option to designate salary to the IRS Section 125 Plan during open enrollment for such plan.

Thirty (30) days after separation from employment, unexpended balances in an employee Cafeteria Benefit Account revert to the City. Any funds not requested for reimbursement (for costs incurred during the term of employment) within thirty days of separation are forfeited.

Health Savings Accounts

The City and GPOA agree to continue to meet and discuss retiree health care with the intent of establishing a medical plan savings plan/s such as Health Care Savings Accounts (HSA), Health Care

Reimbursement Arrangement (HRA), and Retirement Health Savings Accounts (RHS).

18.5 Deferred Compensation Program

The CITY has established for all employee's voluntary participation in qualified 457 Deferred Compensation programs. The city will match \$50 per month for those GPOA members who contribute at least \$50 per month to the program.

18.6 Incentive Pay

Employees, sworn and non-sworn, shall receive incentive pay for each of the following certificates they possess based on the rates listed in the attached Wage Schedule:

Sworn Police Personnel (Police Sergeant, Police Officer, Detective, B.I.N.T.F. Detective)

- | | | |
|-------------------------------------|--------------|------|
| • Intermediate P.O.S.T. Certificate | | 2.5% |
| • Advanced P.O.S.T. Certificate | (Additional) | 2.5% |
| • Supervisory P.O.S.T. Certificate | (Additional) | 2.5% |

Non-Sworn Police Personnel (Public Safety Dispatcher/Records Technician and Animal Control Officer)

- | | | |
|------------------------|--------------|------|
| • Intermediate Level * | | 2.5% |
| • Advanced Level * | (Additional) | 2.5% |

The affected employee shall begin receiving incentive pay for the certificates they are eligible for upon submission of their eligibility to the chief of police for processing through P.O.S.T. the pay period following the submission.

18.7 Canine Officer Compensation

Establishment of Program

This section sets forth the terms and conditions of certain additional compensation to be received by a Canine Officer in the event the CITY establishes a Canine Officer position. The parties agree and understand that the CITY, as a part of its management prerogative, retains full discretion as to whether or not it will implement a Canine Program within DEPARTMENT, retains full discretion as to the manner in which said program will be implemented and retains full discretion to discontinue, terminate, or modify said program after it has been established. Additionally, the parties agree and understand that the CITY retains the discretion, as its management prerogative, to determine who they would select to serve as a Canine Officer within the Gridley-Biggs Police Department (subject only to that officer's agreement to serve in such position) and the CITY further retains full discretion to reassign the duties of the Canine Officer to other personnel within the DEPARTMENT from time to time as the CITY may determine to be in the best interests of the Police Department.

Additional Compensation for Canine Officer

In the event the CITY establishes a Canine Program, the Canine Officer shall be entitled to receive the following additional compensation in exchange for the additional duties to be performed under the Canine Program:

- The Canine Officer shall be compensated for daily grooming and feeding of the Canine at the usual overtime rate of 1-1/2 times the Officer's hourly compensation rate to a maximum of 30 minutes per day.

- The Canine Officer shall be compensated for call outs specifically related to use of the Canine at 1-1/2 times the Officer's hourly compensation rate. Call-out time is to be based on "portal to portal" time service (i.e. from the time the officer begins the call-out service until termination of the call-out service). There shall be no maximum or minimum time to be charged for call-out service specifically related to the Canine service. The call-out provision with respect to the Canine Officer does not apply to other call-out services that are not specifically related to the Canine service (in particular, there is currently a 2-hour minimum for call outs which shall remain unaffected by the special call-out provisions established for Canine service).

18.8. Computer Purchase Program

The City of Gridley has established a computer purchase loan program for its employees. The City encourages the use of computers by employees, where such use will result in a more efficient use of time and an improved work product. City personnel will have the opportunity to acquire desktop and laptop computers and accessories that will enhance their personal and professional skills.

Participation in the loan program is voluntary and subject to the following conditions:

- Eligible employees may receive a loan of up to \$2,000 (Two Thousand Dollars) for the purchase of a computer (desktop or laptop), printer, digital camera, software and other related equipment as provided under the minimum standards as defined under City policy. The specific items to be purchased must be approved in advance by the City Administrator (or his designee).
- The equipment must meet minimum standards established by the City:
Minimum standards are subject to revision by the City as necessary to maintain current technology. Revision to the standards will be via changes to City policy approved by City Council.
- The term of the loan shall be 24 months and interest free. The loan repayment schedule shall generally start with the payroll period following the month in which the City paid for the equipment.
- The Finance Department will deduct payments from the employee's paycheck as provided for in the individual agreement repayment schedule (generally in equal installments). The employee may make payments in excess of the minimum necessary to satisfy the loan in 24 months.
- The loan agreement, included as an exhibit in the original 1998 Resolution No. 47 approving the loan program must be signed. The loan agreement is included in the City policy and may be changed immaterially from time to time based on the circumstances of a particular loan.
- The Security Agreement, included as an exhibit in the original 1998 Resolution approving the loan program must be signed. The Security Agreement is included in the City policy and may be changed immaterially from time to time based on the circumstances of a particular loan to adequately identify the security of the loan.
- The Computer Loan Program was originally incorporated into the MOU between the City and GPOA in the 1998-1999 fiscal year by reference and was previously included as Exhibit D of the 2005-2008 MOU.

18.9 Bilingual Pay

An employee shall receive bilingual pay as reflected in the attached Wage Schedule if:

- The CITY determines that bilingual skill in a specific foreign language will improve the

operations of the Police Department.

- The employee agrees to utilize his or her bilingual ability on the job.
- The employee is able to demonstrate bilingual proficiency that is satisfactory to the CITY.
- Employees in the positions covered by the Memorandum of Understanding shall be eligible for this pay, upon meeting requirements.

18.10 Cell Phone Allowance

CITY recognizes the value of cell phone service for use by on-duty law enforcement. The CITY agrees to pay \$40 per month towards a phone service contract held by individuals in the positions of Police Officer, Detective (assignment), Police Sergeant and Dispatch if:

- The employee has an individual contract with a recognized cell phone company for service (under terms of a master government contract) and agrees to be responsible for any and all other monthly charges in excess of \$40 per month and any charges for equipment.
- The Police Chief may establish reasonable procedures governing the use of these phones during on-duty hours.
- The employee agrees to utilize the phone while on duty for business related uses.
- CITY agrees to pay a \$65 per month allowance for the individual assigned to BINTF. Except for this provision, all other conditions of use of a cell phone included in this section apply to the cell phone provisions for the individual assigned to BINTF. In lieu of the \$65 per month allowance for use of the employee's personal cell phone, the CITY agrees to pay for the entire business-related cost of a CITY provided cellular phone service for the individual assigned to BINTF if they decline to participate in the per month allowance program.
- The individual receiving the cell phone allowance shall be responsible to notify the CITY of changes to their cell phone service including such events as the termination of their service, the change of their cell phone number or their decision not to use their cell phone for business related uses while on duty.

18.11 Vision Plan

The CITY has established a vision plan for members; however, members who desire to participate will bear 100% of their costs.

TITLE 19. RETIREMENT

19.1 Retirement Benefits

Following is a listing of benefits and their availability upon retirement. This listing is not exhaustive and is only provided as a guide relating to sick and vacation accruals (if any) and remaining balances in the cafeteria plan (if any). Where known, other benefits that extend beyond the retirement date of the employee are also included (dental and health insurance).

- Vacation: Balances available at the time of retirement fully accrue to the retiring employee. The employee, at their option, may apply the value equivalent of the vacation accrual to the following:
- "Cash out" the value of the vacation accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.
- If the employee has not contributed the maximum allowable for the year to their existing 457 plan, the value of the vacation "cash out" up to the maximum allowable contribution amount may be directed to their 457 deferred income account at ICMA.

- Dental insurance: The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate and duration as described in COBRA.
- Health Insurance: The employee, upon separation, and not more than 120 days following separation, may apply to continue health insurance coverage available through the City Health Care Provider.

19.2 Public Employees' Retirement System (P.E.R.S.)

Note: The California Public Employees' Pension Reform Act of 2013 (PEPRA), on and after January 1, 2013, requires a public retirement system, as defined, to modify its plan or plans to comply with the act and, among other provisions, establishes new retirement formulas that may not be exceeded by a public employer offering a defined benefit pension plan, setting the maximum benefit allowable for employees first hired on or after January 1, 2013, as a formula commonly known as 2.5% at age 67 for non-safety members, one of 3 formulas for safety members, 2% at age 57, 2.5% at age 57, or 2.7% at age 57.

Retirement benefits shall be provided to eligible employees in accordance with the appropriate contract between the City and the Public Employees Retirement System (PERS).

The use of terms "Classic Member" and "New Member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A "Classic Member" is defined as any of the following:

- A new hire that was brought into CalPERS membership for the first time before January 1, 2013.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another qualifying public retirement system prior to January 1, 2013, and is eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

A "New Member" is defined as any of the following:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in a qualifying public retirement system; or
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another qualifying public retirement system prior to January 1, 2013, and is not eligible for reciprocity; or
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member Retirement Formulas

- The 3% at 50 formula shall be provided for Safety Classic Members hired prior to January 1, 2013.
- The 2% at 55 PERS formula shall be provided for Classic Member employees hired prior to January 1, 2012.

New Member Retirement Formula

- 2.7% at 57 retirement formula shall be provided for all new Safety Member employees.
- 2% at 62 retirement formula shall be provided for all New Member employees.

Employee Contribution

Employees classified as Classic Members shall pay 100% of the member contribution, 9%.

Employees classified as New Members shall pay 50% of the PERS “normal costs” rounded to the nearest quarter of 1 percent (as defined in PEPR).

Members shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.

All applicable contributions identified shall be made through payroll deduction on a pre-tax basis.

One-Year Final Compensation – Section 20042

The City has previously agreed to and has amended its PERS Agreement for determining the average monthly pay rate when calculating retirement benefits from the 36 highest paid consecutive months to the 12 highest paid consecutive months pursuant to Section 20042 of the PERS Retirement Law effective July 1, 2011. This benefit will only apply to employees hired before July 1, 2011

1959 Survivor Benefit Level 3 – Section 21573

City agrees to pay the two-dollar (\$2) per month employee contribution for the current 1959 Survivor benefit (Level 3) Section 21573 of the PERS Retirement Law effective July 1, 2008.

TITLE 20. SEVERABILITY CLAUSE

20.1 Severability Clause

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the CITY and the ASSOCIATION agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

TITLE 21. TERM OF AGREEMENT

21.1 Term

This Agreement shall take effect on July 1, 2022 and shall continue in full force and effect through June 30, 2025.

TITLE 22. PAST PRACTICES

22.1 Past Practices

Neither the GPOA (nor other designees of the bargaining unit) nor the CITY shall be bound by any requirement which is not expressly and explicitly stated in this agreement. Specifically, but not

exclusively, neither the GPOA nor the CITY shall be bound by any past practices of the CITY or by understandings with any employee or organization unless such past practices or understandings are specifically stated in this agreement.

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GRIDLEY AND THE GRIDLEY POLICE OFFICERS ASSOCIATION

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 21st day of June, 2022.

GRIDLEY POLICE OFFICERS ASSOCIATION

CITY OF GRIDLEY

1. _____
Todd Farr, GPOA President

1. _____
Cliff Wagner, City Administrator

2. _____
Jared Cooley

2. _____
Rodney Harr, Police Chief

EXHIBIT A
Gridley Police Officers Association
Salary Schedule

Schedule of Wage Rates - Sworn Officers

Bargaining Group: GPOA

Effective Date 7-1-2022

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	5,567	5,845	6,137	6,444	6,766	7,104	7,282
Police Officer	4,617	4,847	5,090	5,345	5,612	5,893	6,040
<u>Certificate and other additional pay</u>							
Intermediate POST Certificate (Flat Rate)							
Police Sergeant	211	216	222	228	234	238	241
Police Officer	192	196	201	206	212	214	217
Advanced Certificate in addition to Intermediate (Flat Rate)							
Police Sergeant	261	266	272	278	284	288	291
Police Officer	242	246	251	256	262	264	267
Supervisory Certificate - in addition to Intermediate & Advanced (Flat Rate)							
Police Sergeant	261	266	272	278	284	288	291
Police Officer	242	246	251	256	262	264	267
Assignment - Detective (5%)							
Police Officer	222	233	245	257	270	283	290
Bilingual pay (Flat Rate)							
Sergeant	321	332	344	356	369	376	383
Police Officer	283	293	302	312	323	329	334
Longevity							
<u>1% at 5 years of service</u>							
Police Sergeant	56	58	61	64	68	71	73
Police Officer	46	48	51	53	56	59	60
<u>2% at 10 years of service</u>							
Police Sergeant	111	117	123	129	135	142	146
Police Officer	92	97	102	107	112	118	121
<u>3% at 15 years of service</u>							
Police Sergeant	167	175	184	193	203	213	218
Police Officer	139	145	153	160	168	177	181
<u>4% at 15 years of service</u>							
Police Sergeant	223	234	245	258	271	284	291
Police Officer	185	194	204	214	224	236	242
Educational incentive pay (Flat Rate)							
<u>Associates Arts Degree</u>							
Police Sergeant	94	96	99	101	104	105	107
Police Officer	87	89	90	92	95	96	97
<u>Bachelor's Degree</u>							
Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167
<u>Master's Degree</u>							
Police Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Schedule of Wage Rates - Sworn Officers

Bargaining Group: GPOA

Effective Date 7-1-2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	5,734	6,020	6,321	6,637	6,969	7,317	7,501
Police Officer	4,755	4,993	5,242	5,505	5,780	6,069	6,222

Certificate and other additional pay

Intermediate POST Certificate (Flat Rate)

Police Sergeant	211	216	222	228	234	238	241
Police Officer	192	196	201	206	212	214	217

Advanced Certificate in addition to Intermediate (Flat Rate)

Police Sergeant	261	266	272	278	284	288	291
Police Officer	242	246	251	256	262	264	267

Supervisory Certificate - in addition to Intermediate & Advanced (Flat Rate)

Police Sergeant	261	266	272	278	284	288	291
Police Officer	242	246	251	256	262	264	267

Assignment - Detective (5%)

Police Officer	222	233	245	257	270	283	290
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Bilingual pay (Flat Rate)

Sergeant	321	332	344	356	369	376	383
Police Officer	283	293	302	312	323	329	334

Longevity

1% at 5 years of service

Police Sergeant	57	60	63	66	70	73	75
Police Officer	48	50	52	55	58	61	62

2% at 10 years of service

Police Sergeant	115	120	126	133	139	146	150
Police Officer	95	100	105	110	116	121	124

3% at 15 years of service

Police Sergeant	172	181	190	199	209	220	225
Police Officer	143	150	157	165	173	182	187

4% at 15 years of service

Police Sergeant	229	241	253	265	279	293	300
Police Officer	190	200	210	220	231	243	249

Educational incentive pay (Flat Rate)

Associates Arts Degree

Police Sergeant	94	96	99	101	104	105	107
Police Officer	87	89	90	92	95	96	97

Bachelor's Degree

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Master's Degree

Police Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Schedule of Wage Rates - Sworn Officers

Bargaining Group: GPOA

Effective Date 7-1-2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	5,906	6,201	6,511	6,836	7,178	7,537	7,726
Police Officer	4,898	5,143	5,400	5,670	5,954	6,252	6,408

Certificate and other additional pay

Intermediate POST Certificate (Flat Rate)

Police Sergeant	211	216	222	228	234	238	241
Police Officer	192	196	201	206	212	214	217

Advanced Certificate in addition to Intermediate (Flat Rate)

Police Sergeant	261	266	272	278	284	288	291
Police Officer	242	246	251	256	262	264	267

Supervisory Certificate - in addition to Intermediate & Advanced (Flat Rate)

Police Sergeant	261	266	272	278	284	288	291
Police Officer	242	246	251	256	262	264	267

Assignment - Detective (5%)

Police Officer	222	233	245	257	270	283	290
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Bilingual pay (Flat Rate)

Sergeant	321	332	344	356	369	376	383
Police Officer	283	293	302	312	323	329	334

Longevity

1% at 5 years of service

Police Sergeant	59	62	65	68	72	75	77
Police Officer	49	51	54	57	60	63	64

2% at 10 years of service

Police Sergeant	118	124	130	137	144	151	155
Police Officer	98	103	108	113	119	125	128

3% at 15 years of service

Police Sergeant	177	186	195	205	215	226	232
Police Officer	147	154	162	170	179	188	192

4% at 15 years of service

Police Sergeant	236	248	260	273	287	301	309
Police Officer	196	206	216	227	238	250	256

Educational incentive pay (Flat Rate)

Associates Arts Degree

Police Sergeant	94	96	99	101	104	105	107
Police Officer	87	89	90	92	95	96	97

Bachelor's Degree

Police Sergeant	161	166	172	178	184	188	191
Police Officer	142	146	151	156	162	164	167

Master's Degree

Police Sergeant	271	282	294	306	319	326	333
Police Officer	233	243	252	262	273	279	284

Schedule of Wage Rates - Non-Sworn Employees

Bargaining Group: GPOA

Effective Date 7-1-2022

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Evidence Officer							
Public Safety Dispatcher & Records Supervisor	3,678	3,863	4,056	4,259	4,472	4,696	4,813
Public Safety Dispatcher/ACO	3,504	3,678	3,863	4,056	4,259	4,472	4,584
Community Service Officer	3,152	3,310	3,476	3,650	3,832	4,024	4,124

Certificate and other additional Pay

Intermediate POST Certificate or Bilingual Pay (Flat Rate)

Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191

Advanced Certificate - in addition to Intermediate (Flat Rate)

Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191

Supervisory Certificate - in addition to Intermediate & Advanced (Flat Rate)

Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191

Bilingual Pay (Flat Rate)

Public Safety Dispatcher & Records Supervisor	292	299	306	314	322	327	331
Dispatcher/ACO	292	299	306	314	322	327	331
Community Service Officer	292	299	306	314	322	327	331

Longevity

1% at 5 years of service

Public Safety Dispatcher & Records Supervisor	37	39	41	43	45	47	48
Public Safety Dispatcher/ACO	35	37	39	41	43	45	46
Community Service Officer	32	33	35	37	38	40	41

2% at 10 years of service

Public Safety Dispatcher & Records Supervisor	74	77	81	85	89	94	96
Public Safety Dispatcher/ACO	70	74	77	81	85	89	92
Community Service Officer	63	66	70	73	77	80	82

3% at 15 years of service

Public Safety Dispatcher & Records Supervisor	110	116	122	128	134	141	144
Public Safety Dispatcher/ACO	105	110	116	122	128	134	138
Community Service Officer	95	99	104	110	115	121	124

4% at 20 years of service

Public Safety Dispatcher & Records Supervisor	147	155	162	170	179	188	193
Public Safety Dispatcher/ACO	140	147	155	162	170	179	183
Community Service Officer	126	132	139	146	153	161	165

Educational Incentive Pay (Flat Rate)**Associates Arts Degree**

Public Safety Dispatcher & Records Supervisor	78	80	81	83	84	85	86
Public Safety Dispatcher/ACO	78	80	81	83	84	85	86
Community Service Officer	78	80	81	83	84	85	86

Bachelor's Degree

Public Safety Dispatcher & Records Supervisor	121	124	128	132	136	138	141
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141

Master's Degree

Public Safety Dispatcher & Records Supervisor	192	199	206	214	222	227	231
Public Safety Dispatcher/ACO	192	199	206	214	222	227	231
Community Service Officer	192	199	206	214	222	227	231

Schedule of Wage Rates - Non-Sworn Employees

Bargaining Group: GPOA

Effective Date 7-1-2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Evidence Officer							
Public Safety Dispatcher & Records Supervisor	3,678	3,863	4,056	4,259	4,472	4,696	4,813
Public Safety Dispatcher/ACO	3,504	3,678	3,863	4,056	4,259	4,472	4,584
Community Service Officer	3,152	3,310	3,476	3,650	3,832	4,024	4,124

Certificate and other additional Pay

Intermediate POST Certificate or Bilingual Pay (Flat Rate)

Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191

Advanced Certificate - in addition to Intermediate (Flat Rate)

Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191

Supervisory Certificate - in addition to Intermediate & Advanced (Flat Rate)

Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191

Bilingual Pay (Flat Rate)

Public Safety Dispatcher & Records Supervisor	292	299	306	314	322	327	331
Dispatcher/ACO	292	299	306	314	322	327	331
Community Service Officer	292	299	306	314	322	327	331

Longevity

1% at 5 years of service

Public Safety Dispatcher & Records Supervisor	37	39	41	43	45	47	48
Public Safety Dispatcher/ACO	35	37	39	41	43	45	46
Community Service Officer	32	33	35	37	38	40	41

2% at 10 years of service

Public Safety Dispatcher & Records Supervisor	74	77	81	85	89	94	96
Public Safety Dispatcher/ACO	70	74	77	81	85	89	92
Community Service Officer	63	66	70	73	77	80	82

3% at 15 years of service

Public Safety Dispatcher & Records

Supervisor	110	116	122	128	134	141	144
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Public Safety Dispatcher/ACO	105	110	116	122	128	134	138
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Community Service Officer	95	99	104	110	115	121	124
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4% at 20 years of service

Public Safety Dispatcher & Records

Supervisor	147	155	162	170	179	188	193
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Public Safety Dispatcher/ACO	140	147	155	162	170	179	183
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Community Service Officer	126	132	139	146	153	161	165
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Educational Incentive Pay (Flat Rate)**Associates Arts Degree**

Public Safety Dispatcher & Records

Supervisor	78	80	81	83	84	85	86
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Public Safety Dispatcher/ACO	78	80	81	83	84	85	86
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Community Service Officer	78	80	81	83	84	85	86
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Bachelor's Degree

Public Safety Dispatcher & Records

Supervisor	121	124	128	132	136	138	141
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Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
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Community Service Officer	121	124	128	132	136	138	141
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Master's Degree

Public Safety Dispatcher & Records

Supervisor	192	199	206	214	222	227	231
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Public Safety Dispatcher/ACO	192	199	206	214	222	227	231
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Community Service Officer	192	199	206	214	222	227	231
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Schedule of Wage Rates - Non-Sworn Employees

Bargaining Group: GPOA

Effective Date 7-1-2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Evidence Officer							
Public Safety Dispatcher & Records Supervisor	3,789	3,978	4,178	4,387	4,606	4,836	4,958
Public Safety Dispatcher/ACO	3,609	3,789	3,978	4,178	4,387	4,606	4,722
Community Service Officer	3,246	3,409	3,580	3,760	3,947	4,144	4,248
<u>Certificate and other additional Pay</u>							
Intermediate POST Certificate or Bilingual Pay (Flat Rate)							
Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191
Advanced Certificate - in addition to Intermediate (Flat Rate)							
Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191
Supervisory Certificate - in addition to Intermediate & Advanced (Flat Rate)							
Public Safety Dispatcher & Records Supervisor	171	174	178	182	186	188	191
Public Safety Dispatcher/ACO	171	174	178	182	186	188	191
Community Service Officer	171	174	178	182	186	188	191
Bilingual Pay (Flat Rate)							
Public Safety Dispatcher & Records Supervisor	292	299	306	314	322	327	331
Dispatcher/ACO	292	299	306	314	322	327	331
Community Service Officer	292	299	306	314	322	327	331
<u>Longevity</u>							
<u>1% at 5 years of service</u>							
Public Safety Dispatcher & Records Supervisor	38	40	42	44	46	48	50
Public Safety Dispatcher/ACO	36	38	40	42	44	46	47
Community Service Officer	32	34	36	38	39	41	42
<u>2% at 10 years of service</u>							
Public Safety Dispatcher & Records Supervisor	76	80	84	88	92	97	99
Public Safety Dispatcher/ACO	72	76	80	84	88	92	94
Community Service Officer	65	68	72	75	79	83	85

3% at 15 years of service

Public Safety Dispatcher & Records Supervisor	114	119	125	132	138	145	149
Public Safety Dispatcher/ACO	108	114	119	125	132	138	142
Community Service Officer	97	102	107	113	118	124	127

4% at 20 years of service

Public Safety Dispatcher & Records Supervisor	152	159	167	175	184	193	198
Public Safety Dispatcher/ACO	144	152	159	167	175	184	189
Community Service Officer	130	136	143	150	158	166	170

Educational Incentive Pay (Flat Rate)**Associates Arts Degree**

Public Safety Dispatcher & Records Supervisor	78	80	81	83	84	85	86
Public Safety Dispatcher/ACO	78	80	81	83	84	85	86
Community Service Officer	78	80	81	83	84	85	86

Bachelor's Degree

Public Safety Dispatcher & Records Supervisor	121	124	128	132	136	138	141
Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
Community Service Officer	121	124	128	132	136	138	141

Master's Degree

Public Safety Dispatcher & Records Supervisor	192	199	206	214	222	227	231
Public Safety Dispatcher/ACO	192	199	206	214	222	227	231
Community Service Officer	192	199	206	214	222	227	231

Exhibit B

GRIDLEY POLICE DEPARTMENT SUBSTANCE ABUSE POLICY

PURPOSE

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of management and employees. It is the policy of the Gridley Police Dept. to maintain a safe, healthful, and productive work place for all employees. To that end, the City of Gridley will act to eliminate any substance abuse (alcohol, illegal drugs, and 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 tends to undermine public confidence in the City's work force. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

POLICY

It is Department policy that employees shall not report to work under the influence of alcohol or drugs, or have the odor of alcohol or drugs on their breath, possess, sell, or provide drugs or alcohol to any other employee or to any person while such employee is on duty or on call, or have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not, per se, a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which may interfere with the safe and effective performance of duties of 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 medication or drugs, clearance from a qualified physician may be required.

The City of Gridley has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors for additional information.

The Department has the right to conduct searches of all items, such as lunch boxes, purses, cars, tool boxes, and brief cases which are brought onto city property, as well as all items of city property, such as city vehicles, desks and lockers, whenever management deems such searches necessary.

Violations of this policy shall be grounds for disciplinary action up to and including discharge for serious or repeated infractions. Any confirmed indication of drug use shall be grounds for removing an employee from a sensitive position. Any Department member may be removed upon confirmation of illegal drug use. Refusal to submit immediately to an alcohol and/or drug analysis when requested by management or a supervisor will constitute insubordination which alone will form a basis for discipline.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and may be instructed to wait for a reasonable time until an authorized city representative can transport the employee from the work site.

EMPLOYEE RESPONSIBILITIES

An employee must:

- not report to work or be subject to duty while his/her ability to perform job duties is impaired due to alcohol or drug use, on or off duty;
- not possess or use or have the odor of alcohol or drugs on his/her breath during working hours, on breaks, during meal periods while on city property in an official capacity or while operating any city vehicle;
- not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee or both employees are on duty, or "on-call";
- submit immediately to reasonable requests for alcohol and/or drug analysis when requested by a supervisor or manager who has reasonable suspicion employee is under the influence;
- 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 city equipment; and,
- provide within twenty-four (24) hours of request, a current valid prescription for any drug or medication identified when drug screen/analysis is positive. The prescription must be in the employee's name.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Managers and supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under his/her direct supervision shall be subject to disciplinary action.

Managers and supervisors may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonable prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

The manager or supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs. Any manager or supervisor requesting an employee to submit to a drug and/or alcohol analysis shall be responsible for the employee's transport to the designated medical center for administration of the test. Any manager or supervisor encountering an employee who refuses to submit to an alcohol and/or drug analysis shall remind the employee of the requirements and consequences of this policy. An employee shall not be forced to submit to such testing. The manager or supervisor shall be responsible for arranging transportation home for the employee. Managers or supervisors shall not confiscate, without consent, prescription medications from an employee who has a prescription.

PRE-EMPLOYMENT SCREENING

Candidates selected for employment with the Department will be required to submit to a pre-employment physical, therapy evaluation, and a drug and alcohol screening to determine if the candidate is fit to perform the duties of the job for which he/she is applying. All employment applicants for these positions will be informed of the physical and drug/alcohol screening tests in the

job announcements and will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any or all of these tests will not be considered for employment with the Gridley Police Department.

A candidate who tests positive for drugs or alcohol will be so informed. The candidate may be allowed to retest. Should the second test also be positive, the candidate will not be considered for that or any other position with the Department.

Should the second test be negative, the candidate will not be disqualified from employment with the Department for drug/alcohol reasons.

FOR CAUSE SCREENING

If a manager or supervisor has a reasonable suspicion based on articulable facts that an employee is unfit to perform the duties of his/her job or is suspected of being under the influence of drugs or alcohol, or that an employee's physical or emotional condition, or drugs or alcohol may be a contributing factor in any work-related accident or injury (hereinafter referred to as a "reasonable suspicion"), the supervisor or manager may direct the employee to submit to a fitness for duty physical examination which may include a physical therapy evaluation, and drug and/or alcohol analysis. In the case of alcohol abuse, an intoxilyzer examination may suffice. Should an intoxilyzer test be administered, the employee may at his/her request have a second test of his/her blood or urine as a back-up.

Should an intoxilyzer test or a fitness for duty exam conclude that an employee is not fit for duty, the employee shall be notified, and the Chief of Police shall be notified at the earliest possible time.

EMPLOYEE DISCIPLINE

The following shall be grounds for discipline:

- An employee who is directed to submit to an intoxilyzer test or fitness for duty examination and willfully refuses or fails to do so.
- An employee refuses to comply with the requests or instructions of the examining physician or person administering the intoxilyzer test.
- An employee tests positive for drugs and/or alcohol on the initial test and/or secondary tests administered.
- An employee was on duty when he/she knew or should have known that he/she was unfit for duty.
- Unlawful possession, distribution, dispensing or manufacturing of controlled substances on duty or within the workplace.

The discipline to be imposed shall depend upon the totality of the circumstances surrounding the violation. Consideration shall be given to the following factors among others:

- Previous discipline.
- The nature and severity of the offense.
- Employee culpability.
- Entry into and successful participation in a rehabilitation program.

The discipline to be imposed may range from reprimand to termination. Unless other circumstances exist that in the opinion of the Department, makes it inappropriate, an employee who has used or been

under the influence of drugs or alcohol may be permitted to participate in a rehabilitation program and be permitted to return to work in accordance with the procedures outlined in the return to work agreement.

RETURN TO WORK AGREEMENT

If one of the grounds for disciplinary action was the use of or being under the influence of drugs or alcohol, the City may require the employee, as a condition of continued employment, to enter into a Return to Work Agreement. The Return to Work Agreement will provide for the protection of the employee's job, provided that:

- the employee enters a drug or alcohol rehabilitation program acceptable to both the City and the employee;
- the employee successfully completes the program within the prescribed time;
- the employee complies with all conditions and directives of the program, including periodic drug testing if applicable;
- and such other provisions as may be agreed upon by the City and the employee.

Failure of the employee to strictly comply with all the terms and conditions of the Return to Work Agreement shall be grounds for termination of employment, or a lesser sanction at the discretion of the City.

TESTING PROCEDURES

Testing for drugs shall be carried out in accordance with guidelines established by the National Institute on Drug Abuse. Testing for alcohol shall be carried out in accordance with the regulations governing forensic alcohol testing in the State of California. These procedures shall provide for confidentiality and integrity of the process to the greatest extent feasible.

CONFIDENTIALITY OF TEST RESULTS

All test results will be kept separate from the employee's personnel file and become part of, but separate from, the employee's normal medical records. The information in this file will only be provided on a strict need-to-know basis and will not be released to any outside agency.

RETURN TO WORK AGREEMENT

The Agreement is hereby entered into between City of Gridley (hereinafter referred to as 'City') and _____ (hereinafter referred to as 'Employee'). The purpose of this Agreement is to assist _____ in solving his/her drug/alcohol problem. This Agreement is in no way intended to restrict rights guaranteed City or Employee pursuant to state or federal laws or to the existing terms and conditions of employment.

City agrees to suspend its action regarding the discipline of _____ as a result of _____.

As a condition to and in consideration for the suspension of disciplinary action, Employee agrees to enroll in, participate in and complete City's designated Employee Assistance Plan (sometimes referred to herein as the 'Plan'). In the event that the Plan provider directs the Employee to participate in a rehabilitation program (sometimes referred to herein as the 'Program'), either in addition to or in place of participation in the Plan, Employee shall, as a condition to the suspension of disciplinary action, participate in and complete such a Program. Any such Program must be approved in advance by City or the Plan provider.

City's Employee Assistance Plan consists of 5 counseling sessions provided to employees to further assess the need for additional treatment. In the event treatment beyond these 5 sessions is directed or required, the cost will be borne by the Employee. Employee will be given 10 weeks in which to successfully complete the Employee Assistance Plan which Employee agrees is a reasonable time in which to complete the Plan. Failure of Employee to successfully complete the Plan within this time period, unless excused for good cause by City or the Plan provider, may constitute a failure to comply with this Agreement. If during or upon completion of the Employee Assistance Plan, the Plan provider determines that Employee requires further treatment, Employee shall be notified, and Employee shall thereupon make such arrangements for such further treatment.

Employee understands and agrees to follow the instructions given by and conditions set by the treatment provider in order to complete the Plan or Program, as the case may be. Employee understands that refusal to cooperate in any way with the Plan or Program provider for purposes of treatment, including failing to attend treatment sessions, will constitute a violation of this Agreement. Employee further understands that City will be in contact with treatment provider in order to verify Employee's compliance with this Agreement and will be entitled to receive, upon request from treatment provider, any documents related to or prepared in conjunction with Employee's treatment. The treatment provider will determine when Employee has successfully completed the Plan or Program. Once City has been notified of Employee's successful completion, City will reinstate Employee to active status with City.

Failure of the Employee to abide by the terms and conditions of this Agreement, or the violation of any term of this Agreement, shall be grounds for the City to reinstate the disciplinary proceedings suspended pursuant to this Agreement. This Agreement in no way limits City's ability to discipline or terminate Employee for conduct arising on or after the date of this Agreement, nor does this Agreement

in any way limit City's right to use or make reference to the incident(s) described above as a basis, in part, to justify a decision to discipline or terminate Employee for conduct arising on or after the date of execution of this Agreement. During Employee's participation in the Plan or Program, Employee will continue to enjoy and receive the rights and entitlements made available through the terms and conditions referred to above.

Employee

City Representative

Date

Date

Employee Representative

Date

Exhibit C

AMENDMENTS TO PERSONNEL RULES APPLICABLE TO GPOA

CITY and GPOA agree that the following Sections of the Personnel Manual shall be amended as follows:

2.26 Disciplinary Action

Oral reprimand, written reprimand, dismissal, demotion, reduction in compensation, suspension, placement on disciplinary probation or other action taken for disciplinary punitive reasons.

2.48 Reasonable Cause

The condition or conditions existing which may justify the discharge, demotion or suspension of an employee. Reasonable cause may include, but not be limited to the following:

- Neglect of Duty
- Dishonesty
- Being under the influence of alcohol or drug.
- Unlawful use, sale or possession of narcotics or habit-forming drugs
- Unauthorized absence without leave
- Conviction of a felony, or conviction of a misdemeanor, involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- Immorality
- Repeated violation of safety procedures
- Misuse of City property
- Violation of any of the provisions of these rules or departmental rules and regulations
- Other failure of good behavior either during or outside of duty hours which is of such nature that causes discredit to the City
- Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment
- Fraud in securing appointment
- Insubordination
- Unsatisfactory performance
- Inefficiency
- Disrespectful behavior toward the public, superiors, or other employees

2.63 Disciplinary Probation

A form of Disciplinary Action, as distinguished from the usual probationary period for new or recently promoted employees, for a specified time not to exceed one year. Employees placed on Disciplinary Probation may be dismissed for failure to meet any requirement imposed as a condition to such status.

Exhibit D
Gridley Police Officers Association
Job Descriptions

Animal Control Officer
Community Services Officer
Police Officer
Public Safety Dispatcher
Public Safety Dispatcher & Records Supervisor
Sergeant

ANIMAL CONTROL OFFICER

Job Description

DEFINITION

Under general direction from the Police Chief or his/her designee within a framework of established policies and standard operating procedures, to perform varied and routine non-sworn police work with an emphasis on animal control; enforcement of ordinances governing the licensing, impounding, disposal and quarantine of animals; respond to citizen complaints regarding nuisance or humane investigations; and to perform related work as assigned.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Typical duties may vary from routine, non-sworn animal control and enforcement work to more complex duties of a similar nature
- Patrols the City to enforce City and State animal control ordinances and related laws
- Extensive contact with the general public in matters relating to care, control, maintenance and treatment of animals
- Issues citations
- Takes less complex police reports
- May provide clerical support as needed
- Care for impounded animals and maintains the shelter facility
- Investigates animal bites and completes related reports
- May testify in court and respond to requests for animal control information
- Locate and remove dead animals
- Identifies problems and solutions and makes suggestions and recommendations regarding changes in procedure and policy
- Performs related duties as required

TOOLS AND EQUIPMENT USED

Patrol vehicle, stock trailer, animal capture equipment, police radio, pager, tape recorder, facsimile equipment, telephone, computer aided dispatch equipment, first aid equipment, personal computer.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is frequently required to sit and talk and hear. The employee is frequently required to stand, walk on a variety of surfaces, climb or balance, stoop, kneel, crouch, or crawl; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must routinely be able to lift, pull, push and/or move more than 50 pounds; 100 pounds with assistance, including dead and fractious animals. Specific vision abilities required by this job include close vision, distance vision, color vision, and peripheral vision, and the ability to adjust focus.

WORK ENVIRONMENT

While performing the duties of this job, the employee frequently works in outside weather conditions including rain, heat, and cold. The employee occasionally works near moving mechanical parts and traffic; in high, precarious places; and is occasionally exposed to wet and/or humid conditions, and foul

odors. The noise level in the work environment is usually moderate.

EMPLOYMENT STANDARDS

Knowledge of:

- English usage, spelling, and punctuation
- Basic practices and techniques for impounding and caring for a variety of animals
- The geography of the City
- Crime scene preservation and evidence handling techniques
- Animal anatomy, behavior and first aid treatment
- Proper and safe techniques for capturing, impounding, caring for, and disposing of and otherwise handling animals
- Police department procedures related to animal control operations, related laws and City policies and procedures

Ability to:

- Deal tactfully and effectively with the public
- Understand written and oral instructions
- Write clear and accurate reports
- Operate radio, telephone, and Computer-Aided Dispatch equipment
- Work effectively without direct supervision
- Analyze situations and take effective action
- Identify common breeds of dogs, cats, livestock and exotic animals and reptile
- Perform animal capture, impounding, care and handling
- Identify symptoms and behaviors associated with rabies and other common domestic animal diseases
- Perform vigorous physical tasks in the performance of assigned duties

Minimum Qualifications

High school graduation or equivalent and one year of experience in law enforcement or a position involving extensive public contact. Experience that would provide knowledge of basic practices and techniques for impounding and caring for a variety of animals is desirable.

Additional Requirement: Possession of a valid California Driver License.

PUBLIC SAFETY DISPATCH & RECORDS SUPERVISOR

Job Description

DEFINITION

To plan, coordinate, supervise and participate in the maintenance of the public safety/criminal records system and dispatch communications activities for the City; to supervise, train, and evaluate the work of assigned staff; to perform a variety of responsible administrative support functions for the Police Chief; to plan, direct, and supervise assigned special project areas; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class functions at the full supervisory level of job performance. This job class performs

supervisory, analytical, technical and responsible administrative/secretarial work in support of the City's Police Department. Employees in this classification perform a variety of specialized and technical functions and are expected to possess in-depth knowledge of public safety dispatch, communications, and record keeping operations, standards, and procedures for a municipal public safety agency. Employees in this job class are responsible for the completion and coordination of assigned and on-going services as well as special project activities. In addition to performing the full range of duties assigned to the Public Safety Dispatchers, this job class is also responsible for supervising and training subordinate staff in all day-to-day activities as well as special projects/assignments. This job class requires excellent organizational skills, superior communications and interpersonal skills, and initiative.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from the Police Chief within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over assigned clerical and technical employees.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, coordinates, supervises and participates in receiving and initiating the appropriate response to emergency and non-emergency calls for police, fire, EMS/rescue, animal control and after-hours public works requests as well as the dispatching of appropriate emergency or non-emergency service resources to requests for assistance.
- Plans, coordinates, supervises, and participates in the maintenance and updating of the specialized police record keeping system to include the filing and retrieval of information as necessary and upon request and the entering and retrieval of data from a computerized law enforcement network.
- Performs confidential and complex secretarial and administrative duties in support of the Police Chief; initiating, coordinating, and following through on a variety of administrative and operational processes; implementing administrative details not requiring the Police Chief's attention; and representing the Police Chief's office as assigned.
- Plans, directs, coordinates, and supervises the Public Safety Dispatch work unit to include the completion of all work on a daily basis; supervising and training assigned staff in all aspects of the City's and Police Department's operational and administrative processes; end acts as the primary resource regarding all aspects of public safety dispatch, communications, and recordkeeping activities.
- Participates in the development and implementation of relevant policies and procedures; establishes schedules and methodology for the maintenance and management of recordkeeping and communication system operations; implements and interprets the operating procedures and submits recommendations for change/modification as necessary and upon request.
- Participates in the recruitment and selection of assigned staff; monitors employee performance; prepares employee performance reviews; provides or coordinates staff training; and implements and/or initiates appropriate disciplinary procedures.
- Represents Police Chief's office; greeting and screening visitors and telephone calls to the office, providing requested information/support not requiring the Police Chief's attention; sorting and screening incoming mail, responding to requests, initiating correspondence, and disseminating to appropriate staff as necessary; accepts documents for signature and returns to requester in a timely manner.

- Researches inquiries, compiles pertinent information, and prepares reports, manuals, forms, and statistics in support of the Police Chief's office, public safety operations, and special projects as assigned.
- Coordinates activities with and provides information to other City departments, outside agencies, citizens, and the general public regarding the City's public safety services and operations as well as acting as liaison between the Police Chief and the above cited entities.
- Receives and responds to a variety of citizen's requests, concerns, and complaints regarding public safety functions and activities; gathers pertinent data, researches inquiry and initiates appropriate response/action and/or refers citizen to an alternative resource.
- Monitors interview areas and secure areas when occupied; assists with the search and booking of suspects and prisoners as necessary or upon request.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted functions, procedures and practices of public safety operations including police, fire, rescue, and paramedic activities.
- Pertinent laws, regulations and guidelines related to confidentiality issues and the release of information from law enforcement records.
- City and departmental organizational structure, ordinances, policies, and procedures. Location and configuration of the City's streets, landmarks, public areas, community facilities, and schools.
- Standard and accepted radio and telephone communication equipment and radio codes.
- Standard and accepted office practices, procedures, and operations.
- Standard and accepted principles and practices of business letter writing and report writing.
- Standard and accepted financial/budgetary systems and procedures.
- Standard and accepted English usage, spelling, punctuation, and grammar,
- Designated and specialized computer software programs and their applications.
- Standard and accepted record keeping practices, guidelines and retention requirements for public safety/police records.
- Standard and accepted principles and practices of supervision and training.

Ability to:

- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Plan, organize, supervise, and evaluate the work of others in an effective and positive manner.
- Interview and communicate with a variety of individuals in a positive, persuasive, and effective manner.
- Type/word process accurately and at a speed sufficient for successful job performance.
- Identify problem, gather pertinent data, analyze and evaluate alternatives, and recommend and/or initiate a solution.
- Think clearly in a variety of emergency situations and respond in a timely and calming manner.
- Operate a variety of office machines and equipment including computer terminal, peripheral equipment, fax machine, teletype machine, copier, and calculator.

- Operate and utilize designated telephone communication and radio equipment and codes in an effective and timely manner.
- Perform a variety of mathematical calculations including addition, subtraction, multiplication, and division as well as basic statistical analyses with speed and accuracy.
- Establish and maintain a variety of specialized and confidential recordkeeping systems effectively.
- Operate designated software programs including word processing, spreadsheets, databases, and specialized computerized network systems effectively.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

LICENSES OR CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Possession of a California Law Enforcement Telecommunications System (C.L.E.T.S.) Certificate.
- Ability to successfully obtain an Emergency Medical Dispatcher Certificate within the first year of employment in this job class.
- Ability to successfully obtain the P.O.S.T. Public Safety Dispatcher Training Certificate within the first year of employment in this job class.

TRAINING AND EXPERIENCE

Any combination of education, training, and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance. An Associate of Arts degree from an accredited college or university is desirable.
- Possession of an associate of arts degree with a major in police science, criminal justice, or a related is highly desirable.

Experience

- At least three (3) years of increasingly responsible criminal records and communications experience in a public safety environment to include at least one (1) year of lead or supervisory experience.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for constant radio and telephone communications; ability to write and listen at the same time for timely recording of data; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Employee works in a high stress environment and is exposed to emergency and high demand situations in the performance of required duties. Employees subject to the possibility of rotating shifts and on call work. Continuous contact with other staff, citizens, other agencies, and businesses as well as the general public.

COMMUNITY SERVICES OFFICER

Job Description

DEFINITION

To assist police officers and the community by promptly responding to non-hazardous calls for service; to carry out assigned community relations efforts; to act as a referral source to other government and private agencies; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from departmental management.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Responds to non-emergency, non-hazardous calls for service.
- Investigates all details of assigned incidents; prepares related reports.
- Compiles information on and reports violations of federal, state and local laws and ordinances.
- Assists when needed to direct traffic; issues non-moving citations and warning notices on vehicles; responds to traffic accidents, provide traffic control, arrange towing, take statements from those involved, and prepare accident diagrams and reports using computerized report program.
- Provides medical assistance as needed at the first-responder level.
- Assists police officers and investigators at crime scenes; assists with the collection of evidence.
- Assists with animal control duties as necessary. Testifies in court as necessary.
- Performs other routine services as required, including but not limited to assisting stranded motorists, assisting with non-violent crowd control, delivering subpoenas, etc.
- Receives and responds to public inquiries, requests for information and assistance.
- Manages the Police Department's evidence system, including evidence handling, storage, record-keeping, inventory control, release and destruction, as well as lost-and-found property.
- Processes abandoned vehicles, including removal, towing and abatement procedures.
- Participates in crime prevention, reduction and education programs; gives presentations to various community, civic and school groups as requested; assists with bicycle safety programs.
- Maintains the department's property inventory records. Attends City and staff meetings as required.
- Maintains assigned vehicle and equipment.
- Participates in Child Safety Seat Restraint Education Program.
- Keeps supervisor informed of problems encountered during assigned shift.

EMPLOYMENT STANDARDS

Knowledge of:

- Pertinent federal, state and local laws, regulations, codes and ordinances.
- Criminal justice or related governmental field.
- Organization and functional responsibilities of a police department. Community services of other public and private agencies.
- The layout of local roads and of the locations and characteristics of various neighborhoods.

- Basic record-keeping and report writing.
- English usage, spelling, grammar and punctuation. Safe work practices.
- Public / community relations techniques.

Ability to:

- Read, learn, understand and apply pertinent federal, state and local laws, rules and regulations.
- Acquire a working knowledge of various criminal and vehicle codes and police report- writing techniques.
- Learn standard police radio procedures and codes.
- Obtain information through interview and observation.
- Observe, remember and recall detailed information, names, faces and facts.
- React quickly and calmly in emergency situations.
- Deal courteously, yet firmly and effectively with the public in police situations. Prepare accurate and detailed records and reports.
- Perform mathematical computations with accuracy.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Learn and utilize new skills and information to improve job performance and efficiency.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and abilities would be:

Training

- Graduation from high school or GED.

Experience

- One year of experience in law enforcement or a position involving extensive public contact or graduate from a POST Academy.

Additional Requirements:

- Possession of a valid California Class "C" driver's license.
- Graduation from a California Basic P.O.S.T. Academy desired.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, adverse weather conditions, temperature and noise extremes, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office and field duties; lift and/or move up to 100 pounds of weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment; a telephone to communicate verbally, a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

POLICE OFFICER

Job Description

DEFINITION

To perform a variety of responsible law enforcement and crime prevention functions by patrolling, observing, and protecting assigned areas of the City in a professional and proactive manner; to actively participate in an investigation from its initiation to completion; to act as a positive resource in the community to promote proactive crime prevention, enhance community relations, and provide outreach and support to all citizens; to perform a variety of special assignments in support of the Police Department, the City and its citizens; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class is the working journey level of sworn police classifications. Employees in this classification function at the journey level of job performance and are expected to perform the full range of assigned duties in an independent manner. Incumbents in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of the professional standards, operating procedures and policies within the Police Department. Although individual positions may be assigned to specialized work units or special projects, employees in this job class are expected to be cross trained and fully functional in all areas of sworn police work activities and assignments. Employees in this job class are subjected to both mental and physical stress as well as exposure to dangerous and uncomfortable situations as a condition of regular work assignments.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from a Police Sergeant or his/her designee within a framework of established policies and standard operating procedures. Employees in this classification may provide technical and/or functional supervision when functioning in a special duty/assignment capacity.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Patrols designated areas of the City on foot and in patrol car on an assigned shift to conduct a variety of responsible law enforcement and crime prevention duties;
- Responds to routine or emergency calls for assistance; controls traffic; observes all suspicious activities/persons; and reports to superiors periodically.
- Provides proactive crime prevention and community outreach; acts as a resource to City's citizens and the general public; provides training and education to community regarding police activities and crime prevention techniques; making presentations and serving on committees as assigned.
- Conducts criminal investigations from initiation to the completion of investigation; prepares preliminary reports of incidents and investigations to include documentation; contacts and interviews victims, witnesses, and suspects for details; secures statements; preserves evidence; follows-up on every facet of assigned investigation to ensure all activities and efforts are coordinated and successfully completed.
- Makes arrests and issues citations for violations of pertinent laws and ordinances within standard and accepted laws, policies, and operational regulations.
- Books, transports, and is charged with responsibility for the appropriate care and safety of detained persons.

- Performs a variety of duties, functions and activities as a participant in a special duty assignment such as DARE, School Resource Officer, BINTF, Training Officer, or Canine Patrol; cross trains and maintains expertise in all areas of sworn police activities.
- Observes and notes all unusual or suspicious situations, behaviors and events; reporting these circumstances and/or activities to superior officer and/or following up and gathering pertinent data.
- Controls traffic; stops unsafe and/or illegal drivers; issues traffic citations; investigates causes and results of accidents; renders first aid at the accident scene; serves at first response level to hazardous materials spills and accidents.
- Appears in court to present evidence and testify as to circumstances, occurrences, and the investigative process regarding designated cases; provides information, reports, and documentation to the court and its representatives in support of case development.
- Prepares a variety of administrative reports and documentation of activities such as accident reports, investigation reports, and patrol observations; establishes and maintains files and records in a complete and confidential manner.
- Participates in maintaining order, coordinating and supporting relief efforts, and protecting citizens/general public during a variety of emergency situations.
- Assists and attends to ill and/or injured individuals who may be violent, disruptive, unmanageable, or have a communicable disease; administers first aid, CPR, or other means of assistance and care.
- Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted law enforcement methodology and techniques to include patrol, crime prevention, and traffic control.
- Pertinent federal, state, and local laws, regulations, and guidelines governing the apprehension, arrest, and custody of persons accused or suspected of committing felonies and misdemeanors
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Proper use and care of firearms and other special equipment utilized by sworn police law enforcement personnel.
- Standard and accepted law enforcement recordkeeping, documentation, and reporting requirements, methods and procedures.
- Community policing philosophy and methodology. Automated safety dispatch and criminal records systems.

Ability to:

- Learn the City and departmental organizational structure, ordinances, policies, and procedures.
- Learn the location and configuration of the City's streets, landmarks, public areas, community facilities, and schools.
- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Interview and communicate with a variety of diverse individuals and groups in a positive, persuasive, and effective manner.

- Identify potential problems/hazards, investigate and gather pertinent and relevant data, document conclusions and observations, and present recommendations and/or findings.
- Operate a variety of routine and special law enforcement equipment such as car radio, hand guns and other firearms, handcuffs, batons, tear gas, ammunition, chemical reagents, stroll-a-meter, and a variety of protective devices in a safe and effective manner.
- Utilize a computer and designated software at a level sufficient for successful job performance.
- Prioritize and schedule work load in a timely and effective manner for self and others.
- Establish and maintain a variety of documentation, records and logs.
- Prepare a variety of administrative documentation, forms, and reports.
- Provide courteous and positive community relations and neighborhood outreach. Perform assigned duties to include heavy lifting and sporadic but strenuous physical endeavors in a safe and effective manner.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Completion of a P.O.S.T. certified Basic Police Academy Program.
- Completion of a P.O.S.T. certified Field Training Program.
- Possession of valid American Red Cross Basic First Aid and CPR Certificates ..

May require:

- Completion of additional designated P.O.S.T. certification in specialized areas of law enforcement or crime prevention pertinent to special duty assignments.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- At least one (1) year of patrol experience with a municipal or county law enforcement agency.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles, and other specialized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach, and crouch; talk and hear clearly and concisely to communicate with citizens, general public, victims, suspects, witnesses, supervisors, and fellow employees on a continuous basis. Employee is regularly required to lift and/or carry and/or move objects weighing up to 25 to 35 pounds and occasionally lift and/or move individuals weighing more than 165 pounds. Vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Good vision is defined as 20/100 in each eye correctable to 20/30. Night

vision is also required. Employees are required to be able to detect a variety of odors such as drugs, alcohol, fumes, and hazardous materials spills.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, and in traffic. The majority of the employee's work time may be spent driving a patrol car. Employee works in a high stress environment and is exposed to hazardous, volatile, and dangerous situations in the performance of required duties. Ongoing exposure to these types of environments and situations may create a high demand on an employee's physical, mental and emotional well-being. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

PUBLIC SAFETY DISPATCHER

Job Description

DEFINITION

To receive and provide the appropriate response to emergency and non-emergency calls for police, fire, EMS/rescue, animal control and after hours public works; to perform a variety of clerical functions in support of police and City operations; to act as a resource to visitors and the general public regarding routine inquiries; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class functions at the journey level of job performance. Employees in this classification perform the full range of assigned duties in an independent manner. Employees in this classification receive only occasional instruction or assistance as new or unusual situations arise and are fully competent and knowledgeable of the operating procedures and policies within the City and the Police Department. Employees in this job class are responsible for responding to a wide variety of calls and requests in an appropriate and timely manner which requires a thorough knowledge of public safety dispatch procedures and standards as well as excellent communication and interpersonal skills. Employees in this job class may also be trained in other clerical and recordkeeping functions in order to provide competent back-up and additional administrative/operational support as necessary.

SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Public Safety Dispatch Supervisor within a framework of established policies and standard operating procedures.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Receives emergency and non-emergency calls for police, fire, EMS/rescue, animal control and after-hours public works requests; collects all pertinent information, determines nature and priority of call as well as location of incident, and provides appropriate response.
- Dispatches appropriate emergency or non-emergency service response to requests for assistance; refers callers to appropriate resource as necessary.
- Greets visitors and the general public and answers telephone; provides basic and routine information, takes messages, refers inquiries to appropriate staff/resource, and follows-up to ensure the inquiry has been answered in an appropriate and timely manner.
- Maintains contact with Police Officers in the field; provides records information and responds to requests as necessary.
- Processes a variety of police documentation and forms such as arrest warrants, crime reports, release of impound vehicles, citations, fingerprint cards, and bicycle licenses; verifies accuracy, completeness, and compliance with pertinent guidelines and regulations.
- Maintains and updates specialized police recordkeeping system; files and retrieves information as necessary and upon request; enters and retrieves data from computerized law enforcement network.
- Performs a variety of clerical functions in support of both City and Police Department operations; sorts, processes, and files documentation; types/word processes records, forms, and correspondence; prepares a variety of reports, logs, and receipts; proofs and verifies data.

- Assists citizens and general public at the complaint desk by providing appropriate information and forms for completion; answering questions regarding the accessing of reports and records; receives registrations and other documents for filing and/or distribution.
- Monitors interview areas and holding cell when occupied; assists with the search and booking of suspects and prisoners as necessary and upon request.
- Prepares summary reports on public safety and departmental activities and emergency responses; maintains emergency notification data for City businesses.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted office practices, procedures, and techniques.
- Standard and accepted English usage, spelling, grammar and punctuation.
- Standard and accepted receptionist techniques and telephone etiquette.
- Designated computer software and its applications.
- Standard and accepted radio and telephone communication equipment and radio codes.
- Standard and accepted functions, procedures and practices of public safety operations including police, fire, rescue and paramedic activities.
- Basic laws, regulations and guidelines related to confidentiality issues and the release of information from law enforcement records.

Ability to:

- Learn the City and departmental organizational structure, ordinances, policies, and procedures.
- Learn the location and configuration of the City's streets, landmarks, public areas, community facilities and schools.
- Read and write English at a sufficient level for successful job performance.
- Understand and carry out a variety of both oral and written instructions in an independent manner.
- Interview and communicate with a variety of diverse individuals in a positive, persuasive, and effective manner.
- Type/word process accurately and at a speed sufficient for successful job performance.
- Utilize designated work processing, spreadsheet, database and other specialized software programs accurately and effectively.
- Organize and prioritize a variety of tasks in an effective and timely manner.
- Think clearly in a variety of emergency situations and respond in a timely and calming manner.
- Operate and utilize designated telephone communication and radio equipment and codes in an effective and timely manner.
- Perform mathematical calculations including addition, subtraction, multiplication, and division accurately.
- Operate a variety of office machines and equipment including computer terminal, peripheral equipment, fax machine, teletype machine, copier and calculator.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- The ability to successfully obtain a California Law Enforcement Telecommunications System (C.L.E.T.S.) Certificate within one (1) year of employment within this job class.
- The ability to successfully obtain the Emergency Medical Dispatcher Certificate within one (1) year of employment within this job class.
- The ability to successfully complete the P.O.S.T. Basic Dispatcher course within one (1) year of employment within this job class.

TRAINING AND EXPERIENCE

Any combination of education, training, and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.

Experience

- At least one (1) year of work experience performing clerical, receptionist, or public contact duties, preferably within a police or other public safety agency.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for constant radio and telephone communications; ability to write and listen at the same time for timely recording of data; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall is necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Employee works in a high stress environment and is exposed to emergency and high demand situations in the performance of required duties. Employees may be subject to rotating shifts. Continuous contact with other staff, citizens, other agencies, and businesses as well as the general public.

PUBLIC SAFETY DISPATCH & RECORDS SUPERVISOR

Job Description

DEFINITION

To plan, coordinate, supervise and participate in the maintenance of the public safety/criminal records system and dispatch communications activities for the City; to supervise, train, and evaluate the work of assigned staff; to perform a variety of responsible administrative support functions for the Police Chief; to plan, direct, and supervise assigned special project areas; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class functions at the full supervisory level of job performance. This job class performs supervisory, analytical, technical and responsible administrative/secretarial work in support of the City's Police Department. Employees in this classification perform a variety of specialized and technical functions and are expected to possess in-depth knowledge of public safety dispatch, communications, and record keeping operations, standards, and procedures for a municipal public safety agency. Employees in this job class are responsible for the completion and coordination of assigned and on-going services as well as special project activities. In addition to performing the full range of duties assigned to the Public Safety Dispatchers, this job class is also responsible for supervising and training subordinate staff in all day-to-day activities as well as special projects/assignments. This job class requires excellent organizational skills, superior communications and interpersonal skills, and initiative.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from the Police Chief within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over assigned clerical and technical employees.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, coordinates, supervises and participates in receiving and initiating the appropriate response to emergency and non-emergency calls for police, fire, EMS/rescue, animal control and after-hours public works requests as well as the dispatching of appropriate emergency or non-emergency service resources to requests for assistance.
- Plans, coordinates, supervises, and participates in the maintenance and updating of the specialized police record keeping system to include the filing and retrieval of information as necessary and upon request and the entering and retrieval of data from a computerized law enforcement network.
- Performs confidential and complex secretarial and administrative duties in support of the Police Chief; initiating, coordinating, and following through on a variety of administrative and operational processes; implementing administrative details not requiring the Police Chief's attention; and representing the Police Chief's office as assigned.
- Plans, directs, coordinates, and supervises the Public Safety Dispatch work unit to include the completion of all work on a daily basis; supervising and training assigned staff in all aspects of the City's and Police Department's operational and administrative processes; and acts as the

primary resource regarding all aspects of public safety dispatch, communications, and recordkeeping activities.

- Participates in the development and implementation of relevant policies and procedures; establishes schedules and methodology for the maintenance and management of recordkeeping and communication system operations; implements and interprets the operating procedures and submits recommendations for change/modification as necessary and upon request.
- Participates in the recruitment and selection of assigned staff; monitors employee performance; prepares employee performance reviews; provides or coordinates staff training; and implements and/or initiates appropriate disciplinary procedures.
- Represents Police Chief's office; greeting and screening visitors and telephone calls to the office, providing requested information/support not requiring the Police Chief's attention; sorting and screening incoming mail, responding to requests, initiating correspondence, and disseminating to appropriate staff as necessary; accepts documents for signature and returns to requester in a timely manner.
- Researches inquiries, compiles pertinent information, and prepares reports, manuals, forms, and statistics in support of the Police Chief's office, public safety operations, and special projects as assigned.
- Coordinates activities with and provides information to other City departments, outside agencies, citizens, and the general public regarding the City's public safety services and operations as well as acting as liaison between the Police Chief and the above cited entities.
- Receives and responds to a variety of citizen's requests, concerns, and complaints regarding public safety functions and activities; gathers pertinent data, researches inquiry and initiates appropriate response/action and/or refers citizen to an alternative resource.
- Monitors interview areas and secure areas when occupied; assists with the search and booking of suspects and prisoners as necessary or upon request.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted functions, procedures and practices of public safety operations including police, fire, rescue, and paramedic activities.
- Pertinent laws, regulations and guidelines related to confidentiality issues and the release of information from law enforcement records.
- City and departmental organizational structure, ordinances, policies, and procedures. Location and configuration of the City's streets, landmarks, public areas, community facilities, and schools.
- Standard and accepted radio and telephone communication equipment and radio codes.
- Standard and accepted office practices, procedures, and operations.
- Standard and accepted principles and practices of business letter writing and report writing.
- Standard and accepted financial/budgetary systems and procedures.
- Standard and accepted English usage, spelling, punctuation, and grammar,
- Designated and specialized computer software programs and their applications.
- Standard and accepted record keeping practices, guidelines and retention requirements for public safety/police records.
- Standard and accepted principles and practices of supervision and training.

Ability to:

- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Plan, organize, supervise, and evaluate the work of others in an effective and positive manner.
- Interview and communicate with a variety of individuals in a positive, persuasive, and effective manner.
- Type/word process accurately and at a speed sufficient for successful job performance.
- Identify problem, gather pertinent data, analyze and evaluate alternatives, and recommend and/or initiate a solution.
- Think clearly in a variety of emergency situations and respond in a timely and calming manner.
- Operate a variety of office machines and equipment including computer terminal, peripheral equipment, fax machine, teletype machine, copier, and calculator.
- Operate and utilize designated telephone communication and radio equipment and codes in an effective and timely manner.
- Perform a variety of mathematical calculations including addition, subtraction, multiplication, and division as well as basic statistical analyses with speed and accuracy.
- Establish and maintain a variety of specialized and confidential recordkeeping systems effectively.
- Operate designated software programs including word processing, spreadsheets, databases, and specialized computerized network systems effectively.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

LICENSES OR CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Possession of a California Law Enforcement Telecommunications System (C.L.E.T.S.) Certificate.
- Ability to successfully obtain an Emergency Medical Dispatcher Certificate within the first year of employment in this job class.
- Ability to successfully obtain the P.O.S.T. Public Safety Dispatcher Training Certificate within the first year of employment in this job class.

TRAINING AND EXPERIENCE

Any combination of education, training, and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance. An Associate of Arts degree from an accredited college or university is desirable.
- Possession of an associate of arts degree with a major in police science, criminal justice, or a related is highly desirable.

Experience

- At least three (3) years of increasingly responsible criminal records and communications experience in a public safety environment to include at least one (1) year of lead or supervisory experience.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for constant radio and telephone communications; ability to write and listen at the same time for timely recording of data; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Employee works in a high stress environment and is exposed to emergency and high demand situations in the performance of required duties. Employees subject to the possibility of rotating shifts and on call work. Continuous contact with other staff, citizens, other agencies, and businesses as well as the general public.

SERGEANT

Job Description

DEFINITION

To supervise, train and evaluate the work of assigned police officers in the conduct of all activities; to supervise, monitor and participate in patrolling, observing, and protecting assigned areas of the City in a professional and proactive manner; to coordinate and participate in an investigation from its initiation to completion; to act as a positive resource in the community to promote proactive crime prevention, enhance community relations, and provide outreach and support to all citizens; to perform a variety of administrative functions in support of the Police Department, the City and its citizens; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This job class is the first line, working supervisory classification of sworn personnel in the Police Department. Employees in this classification perform a variety of professional and technical functions and are expected to possess in-depth knowledge of police operations, standards, and procedures. Incumbents in this job class are responsible for the day to day direction and coordination of assigned shifts as well as the on-going supervision of designated Police Officers. In addition to performing the full range of duties assigned to the Police Officer, this job class is also responsible for supervising, counseling, evaluating and training subordinate staff in all day to day activities as well as special duty assignments and emergency responses. This job class requires a high degree of professional and technical knowledge and expertise as well as organizational, communication, and community policing skills.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from the Police Lieutenant within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over assigned Police Officers and Reserve Officers as well as technical and functional supervision over shift personnel.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Supervises, oversees, and monitors all field activities during as assigned law enforcement shift
- Inspects officers and disseminates current information prior to initiating patrol activities
- Maintains discipline and ensures that all pertinent laws, regulations, and operating policies/procedures are followed.
- Supervises, monitors and participates in field activities and patrols on designated shift to conduct a variety of responsible law enforcement and crime prevention duties; responds to routine or emergency calls for assistance; controls traffic; observes all suspicious activities/persons.
- Supervises, monitors and participates in providing proactive crime prevention and community outreach; acts as a resource to City's citizens and the general public; provides training and education to community regarding police activities and crime prevention techniques; making presentations and serving on committees as assigned.
- Supervises, monitors and participates in criminal investigations from initiation to the completion of investigation; prepares preliminary reports of incidents and investigations to include documentation; contacts and interviews victims, witnesses, and suspects for details; secures

statements; preserves evidence; follows-up on every facet of assigned investigation to ensure all activities and efforts are coordinated and successfully completed.

- Supervises, evaluates, counsels and trains assigned Police Officers on an on-going basis; provides input into staff development needs; acts as a resource to officers in the performance of field activities and community policing functions; assists officers in conducting the more complex investigations.
- Serves as Training Officer; schedules and coordinates P.O.S.T., outside, and in service training courses; maintains and up-dates staff training records and documentation; and prepares requisitions for course fees/per diems.
- Makes arrests and issues citations for violations of pertinent laws and ordinances within standard and accepted laws, policies, and operational regulations.
- Books, transports, and is charged with responsibility for the appropriate care and safety of detained persons
- Controls traffic; stops unsafe and/or illegal drivers; issues traffic citations; investigates causes and results of accidents; renders first aid at the accident scene; may serve at first response level to hazardous materials spills and accidents
- Assists in conducting internal affairs and background investigations and responds to citizen's complaints as assigned and on an as needed basis
- Plans, directs, coordinates, and participates in providing law enforcement and security operations for designated public/community events.
- Appears in court to present evidence and testify as to circumstances, occurrences, and the investigative process regarding designated cases; provides information, reports, and documentation to the court and its representatives in support of case development.
- Prepares a variety of administrative reports, memoranda, correspondence, and documentation; establishes and maintains files and records in a complete and confidential manner.
- Participates in maintaining order, coordinating and supporting relief efforts, responding to hazardous materials spills, and protecting citizens/general public during a variety of emergency situations.
- Assists and attends to ill and/or injured individuals who may be violent, disruptive, unmanageable, or have a communicable disease; administers first aid, CPR, or other means of assistance and care.
- Represents the City 's Police Department to the community, neighborhoods, other agencies, businesses, and the general public.
- Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted law enforcement methodology and techniques to include patrol, crime prevention, and traffic control.
- Standard and accepted criminal investigative techniques and methodology to include crime scene investigation, interrogation, fingerprinting and arrests.
- Pertinent federal, state, and local laws, regulations, and guidelines governing the apprehension, arrest, and custody of persons accused or suspected of committing felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.

- Proper and safe use and care of firearms and other special equipment utilized by sworn police law enforcement personnel.
- Standard and accepted law enforcement recordkeeping, documentation, and reporting requirements, methods and procedures.
- Community policing philosophy and methodology.
- Automated safety dispatch and criminal records systems.
- Standard and accepted principles and practices of employee supervision, evaluation, and training.
- City and departmental organizational structure, ordinances, policies, and procedures.
- Location and configuration of the City 's streets, landmarks, public areas, community facilities, and schools.

Ability to:

- Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Interview and communicate with a variety of individuals and groups in a positive, persuasive, and effective manner.
- Supervise and evaluate the work of others in an effective, productive and positive manner.
- Identify and analyze problem/situation in a timely and accurate manner; gather and research pertinent data/information; evaluate facts, evidence, and alternatives; and recommend appropriate course of action.
- Operate a variety of routine and special law enforcement equipment such as car radio, hand guns and other fire arms, handcuffs, batons, tear gas, ammunition, chemical reagents, stroll-a-meter, and a variety of protective devices in a safe and effective manner.
- Utilize a computer and designated software at a level sufficient for successful job performance.
- Prioritize and schedule work load in a timely and effective manner for self and others.
- Establish and maintain a variety of documentation, records and logs.
- Prepare a variety of administrative documentation, forms, and reports.
- Provide courteous and positive community relations and neighborhood outreach.
- Perform assigned duties to include heavy lifting and sporadic but strenuous physical endeavors in a safe and effective manner.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Completion of a P.O.S.T. certified Basic Police Academy Program.
- Completion of a P.O.S.T. certified Field Training Officer Program.
- Completion of the American Red Cross Basic First Aid and CPR Certificates
- Ability to successfully obtain the P.O.S.T. Intermediate Certification during the first year of employment in this job class.
- Ability to successfully obtain the P.O.S.T. Supervisory Certification during the first two (2) years of employment in this job class.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.
- Possession of an associate of arts degree with a major in police science, criminal justice, or a related field or significant coursework in law enforcement is desirable.

Experience

- At least three (3) years of work experience with a California law enforcement agency performing patrol operations and including at least one (1) year of service with the Gridley Police Department.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles, and other specialized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach, and crouch; talk and hear clearly and concisely to communicate with citizens, general public, victims, suspects, witnesses, supervisors, and fellow employees on a continuous basis. Employee is regularly required to lift and/or carry and/or move objects weighing up to 25 to 35 pounds and occasionally lift and/or move individuals weighing more than 165 pounds. Vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Good vision is defined as 20/100 in each eye correctable to 20/30. Night vision is also required. Employees are required to be able to detect a variety of odors such as drugs, alcohol, fumes, and hazardous materials spills.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, and in traffic. The majority of the employee's work time may be spent driving a patrol car. Employee works in a high stress environment and is exposed to hazardous, volatile, and dangerous situations in the performance of required duties. On-going exposure to these types of environments and situations may create a high demand on an employee's physical, mental and emotional well-being. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

City Council Agenda Item #5
Staff Report

Date: June 20, 2022

To: Mayor and City Council

From: City Administrator/Finance Director and Utility/Public Works Director Ross Pippitt

Subject: Approval of Resolution No. 2022-R-022: A Resolution of the City Council of the City of Gridley Approving the Memorandum of Understanding Between the International Brotherhood of Electrical Workers Local 1245 Employees and the Gridley City Council

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests that the City Council accept the new Memorandum of Understanding (MOU) between the City and the International Brotherhood of Electrical Workers Local Union 1245 (IBEW) by adoption of Resolution No. 2019-R-022.

Background

The City's current MOU with IBEW is scheduled to expire on June 30, 2022. The City's negotiating team including the Finance Director, Human Resources Manager, and the Administrator and IBEW conducted multiple negotiating sessions regarding a successor agreement and signed a tentative agreement on May 18, 2022. The proposed MOU is a three-year contract and contains the following notable changes from the prior agreement: modest compensation adjustments of 4% effective July 1, 2022, 3% effective July 1, 2023 and 3% effective July 1, 2024, and a certification incentive increase of \$50 per month. The City added Veterans Day to the list of observed holidays. The City has received notice that IBEW ratified the agreement on May 25, 2022 at a level consistent with City Council provided authorization. The remaining substantive provisions of the current MOU remain unchanged.

Fiscal Impact

The wages changes and financial impacts for the IBEW, POA, and MMCU are described below. Funding is available for the three proposed resolutions.

WAGES		Current	4% -3% - 3%
GPOA	\$	2,200,955.74	\$ 2,362,266.19
IBEW	\$	2,846,156.75	\$ 3,063,276.05
MMUR	\$	1,580,329.63	\$ 1,701,983.79
Increase in Cost			4% -3% - 3%
GPOA			\$ 161,310.45
IBEW			\$ 217,119.30
MMUR			\$ 121,654.16
Diff in costs			\$ 500,083.92

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachment

Resolution No. 2022-R-022 with Attachments

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 1245 (IBEW) EMPLOYEES AND THE GRIDLEY CITY COUNCIL

WHEREAS, negotiations between the City Council of the City of Gridley and representatives of the International Brotherhood of Electrical Workers Local No. 1245 (IBEW) have been conducted regarding wages, hours, and working conditions for certain designated employees of the City of Gridley which negotiations have culminated in the preparation of the Memorandum of Understanding, a copy of which is attached hereto, marked Attachment "A" and incorporated herein;

WHEREAS, the International Brotherhood of Electrical Workers Local No. 1245 has ratified the Memorandum of Understanding; and,

WHEREAS, the City desires to clarify and affirm the existing benefits for current employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gridley as follows:

1. The Memorandum of Understanding (Attachment "A") between the City of Gridley and the International Brotherhood of Electrical Workers Local No. 1245 is hereby approved.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 20th day of June, 2022 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Administrator

Bruce Johnson, Mayor



MEMORANDUM OF UNDERSTANDING

City of Gridley
&
International Brotherhood of Electrical Workers
Local Union 1245

July 1, 2022 – June 30, 2025

*June 20, 2022
Resolution No. 2022-R-022*

THIS MEMORANDUM OF UNDERSTANDING, effective as of the 1st day of July, 2022, by and between the designated representatives of the **CITY OF GRIDLEY** (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the CITY, and the designated representatives of **LOCAL UNION 1245 OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, affiliated with the American Federation of Labor-Congress of Industrial Organizations (a recognized employee organization as defined in Section 3501 (b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as UNION, WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the CITY, UNION and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the CITY.

NOW, THEREFORE, the parties hereto do agree as follows:

TITLE 1. PREAMBLE

1.1 Principles

The parties acknowledge the provisions of Chapter 10 (Section 3500, et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 Non-Discrimination

It is the policy of the CITY and UNION not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color or national origin.

1.3 City - Union Relations

This Memorandum of Understanding is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The CITY and UNION agree to promote harmonious relations between the parties and other employee groups; establish and maintain an orderly bargaining procedure; work to provide the best possible service for the general public; facilitate prompt and fair disposition of all grievances and disputes; and adhere to this Agreement.

1.4 Rights Of Employees

Employees have the right to organize or join employee organizations of their own choice for the purpose of representation on all matters of employer-employee relations. Employees are free to join an employee organization and shall have the right to refuse to join or participate in the activities of employee organizations. Membership or non-membership in an employee organization is not a condition of employment and the employee will not be granted preferential treatment nor will they be withheld from equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent themselves individually in their employment relations with the CITY. Employees shall not have the right to strike or to recognize a picket line of a labor organization while in the course of the performance of their official duties.

The CITY is in compliance with Section 3500 of the California Government Code as of April 3rd, 2009 when an agency shop was placed into effect without an agreement between the CITY and UNION. The CITY acknowledges that UNION did achieve agency shop status subsequent to the agency shop election

held April 3rd, 2009. The CITY and the UNION agree to remain in compliance with Section 3502.5 of the Meyers-Milias-Brown Act.

1.5 City Rights

CITY retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by law or this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by CITY include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities, and operations; to direct the work force; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed by CITY's employees and the services to be provided; to classify positions; to determine the methods, processes, means and places of providing services.

1.6 Section Titles

Section Titles in this Agreement are for identification purposes only, and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.

TITLE 2. RECOGNITION

2.1 Recognition

The CITY recognizes the UNION as the exclusive representative of all employees of the CITY who hold a classification listed on Exhibit B. The provisions of this Memorandum of Understanding, hereinafter set forth, shall apply only to those employees of the CITY for whom the UNION is the established exclusive representative.

2.2 Applicability

The provisions of this Agreement shall be limited to their application to employees of CITY in the bargaining unit described in Section 2.1. Wherever the words "employee" and "employees" are used in this Agreement, they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom UNION is the exclusive bargaining representative. The respective obligations of the parties herein shall be operative only insofar as UNION acts in the capacity of exclusive bargaining representative of said employees.

2.3 Representation

Before any action is taken which could result in possible discharge or other disciplinary action against an employee, the CITY shall provide a written, formal charge which states:

- The charge;
- The reason for the charge;
- The proposed action to be taken;
- A copy of all materials upon which the charge is based, to the extent that such materials are currently available to the CITY;
- A statement of rights to UNION representation;
- A statement of rights to respond.

Any employee, upon request, shall be permitted representation by a UNION representative. The foregoing shall apply to written reprimands, disciplinary actions and hearings, providing there is no unreasonable delay in obtaining representation.

TITLE 3. UNION SECURITY

3.1 Union Dues and Fair Share Service Fees

The CITY shall make monthly payroll deductions of UNION dues or fair share service fees, as applicable, from the earnings of each individual employee who is a member of the UNION, and who individually and voluntarily authorizes such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

Upon the International Brotherhood of Electrical Workers Local Union 1245 notification to the City of written authorization by an employee, deductions shall be made from the second payroll period of each month and a check for the total deductions shall be submitted to the Financial Secretary of Local Union 1245, I.B.E.W., P.O. Box 2547, Vacaville, California 95687, within five (5) working days of the date the dues are withheld from the employee's check. The CITY shall notify the UNION each month at the time of the dues/fees transmittal to UNION of any changes since the previous transmittal and the reasons therefor. The Union agrees to notify the City of any membership status changes. The City shall rely on the information provided by the Union regarding canceling or changing deductions. At least every 120 days, the City will provide the Union with a Master list of all bargaining unit employees.

The Master list will include the following information: Name, Address, job title, department, and Amount of Union Dues withheld. The City will provide the Union with not less than 10 calendar days' advance notice of the time, date and location of a new hire orientation session of any new employee. The City and the IBEW Local 1245 agree that a designated IBEW representative will be offered the opportunity to meet with newly hired members during the new hire orientation process or within 10 working days from the date of hire for 30 minutes.

The International Brotherhood of Electrical Workers Local Union 1245 shall notify the City of any employee who one (1) is a member of the Union who has applied for membership or who elects to pay a fair share service fee, and two (2) has given the Union written authorization for deduction of unified membership dues, initiation fees and general assessments to the Union. The Union certifies that it shall collect and will maintain records of individual employee authorizations for deduction of said dues or fees.

3.2 Union Information

The CITY shall provide all new employees with UNION membership application forms, payroll deduction authorization forms, and a copy of the Memorandum of Understanding on or before the first day of employment. Such materials will be furnished to the CITY by the UNION.

TITLE 4. UNION ACTIVITY

4.1 Union Orientation

The CITY shall give the Shop Stewards one (1) hour, with all new employees, for the purpose of explaining CITY policies, UNION Contract orientation, and enrollment into the UNION. This time shall be compensated for by the CITY and shall be done within five (5) days following the date of hire.

4.2 Lists

On or before February 28th of each year, CITY shall furnish UNION with a list showing the name, social security number, home address, home telephone number, employment date, and classification of each employee.

Upon ten (10) working days after a new employee is hired, CITY shall provide UNION the following information: name of individual, social security number, employment date, classification, date vacancy filled.

4.3 Non-Discrimination

Neither the CITY nor the UNION, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of their membership, or non-membership, in UNION or their activity on behalf of UNION.

4.4 Representatives Of Union

The UNION'S representatives shall be permitted by the CITY to transact UNION business on the premises of the CITY during working hours. Such time shall not interfere with the current work in progress.

UNION Shop Stewards shall only transact UNION business on the premises of the CITY with approval of the appropriate Supervisor, whose permission shall not be unreasonably withheld.

4.5 Bulletin Boards

The CITY agrees to provide adequate space on the bulletin boards, in employee assembly areas, for dissemination of UNION information to its members.

4.6 Negotiations

Three (3) UNION Members shall be allowed time off to meet with CITY to negotiate changes in the Memorandum of Understanding, retirement plan, or new conditions not covered in the Agreement. This time off shall be compensated for by CITY at the normal rate of pay.

The CITY and the UNION incorporate herein the terms and conditions of the Most Favored Nations (MFN) Letter of Agreement executed by both parties August 6, 2014.

TITLE 5. GRIEVANCE PROCEDURE

5.1 Statement Of Intent – Notice

It is the intent of both the UNION and the CITY that the processing of disputes through the Grievance Procedure will give meaning and content to the Memorandum of Understanding (M.O.U.) through a concise procedure for resolution of disputes. It is therefore the stated purpose of this procedure to:

- Avoid grievances and misunderstandings;
- Orally handle as many grievances as possible within the framework of this Agreement;
- Expeditiously investigate and quickly dispose of such grievances or problems;

The UNION and the CITY agree that they will continue to work within the framework of the Agreement to further the above-stated objectives. Should the above fail to resolve a grievance, the following steps shall be utilized to resolve the dispute between the parties. Disputes involving the following subjects shall be determined by the Grievance Procedure established herein:

- Interpretation or application of any of the terms of this Agreement, including Exhibits thereto, Letters of Agreement, informal interpretations and clarifications executed by the UNION and the CITY.
- Discipline, other than discharge, demotion, or suspension of any employee.
- Disputes as to whether a matter is proper subject for the Grievance Procedure.

Objections or disputes regarding discharge, demotions, or suspensions of any employee are not proper subjects to be determined by the Grievance Procedure established in Title 5 of this Memorandum of Understanding, but are proper subjects under Title 6 of this Memorandum.

5.2 Step One: Shop Stewards

The initial Step in the adjustment of a grievance shall be the presentation of a written grievance setting forth (1) the action complained of, (2) the rule, procedure or other policy claimed to have been violated or not followed by the action, and (3) the employee's proposed solution, followed by a discussion between the Shop Steward and the immediate Supervisor directly involved, or Department Head as applicable, who shall answer within five (5) working days. This Step shall be started within fifteen (15) working days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance.

5.3 Step Two: Department Head

If a grievance is not resolved in the initial Step, the Second Step shall be a discussion between either the Shop Steward, or the UNION'S Business Representative, and the Department Head who shall answer within ten (10) working days. This Step shall be taken within ten (10) working days of the date of the immediate Supervisor's answer in Step One.

5.4 Step Three: City Administrator

If a grievance is not resolved in the Second Step, the Third Step shall be presentation of the grievance, in writing, by the UNION'S Business Representative to the City Administrator who shall answer, in writing, within ten (10) working days. The Third Step shall be taken within ten (10) working days of the date of the answer in Step Two.

5.5 Step Four: State Mediator

The decision of the City Administrator shall be final and binding unless either party requests mediation by filing, with the City Clerk, a written request within ten (10) working days of the City Administrator's decision. The Fourth Step shall be a presentation of the grievance to the State of California Mediation and Conciliation Service. The parties shall request the first available date for a review of the grievance. The type of mediation assistance shall be determined by the assigned State Mediator. Mediation shall be non-binding.

5.6 Step Five: City Council

If the grievance is not resolved by the parties in mediation, the City Administrator's decision (as determined in Step 3, above) shall be binding, unless a timely notice of appeal to the City Council is filed. The notice of appeal shall be in writing and filed with the City Clerk within ten (10) days following the conclusion of the mediation. A majority decision of the quorum of City Council at the appeal hearing shall be binding upon both parties.

In considering any grievance brought before the City Council, the City Council may conduct such additional investigation and take such additional evidence as it may desire, in the Council's sole discretion.

5.7 Grievance Processing

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Time limits may be extended by mutual agreement. Any grievance for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure. Time limits shall run from the date when time for disposition expired.

5.8 Enabler Clause

Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the CITY and to have such grievances adjusted without the intervention of UNION, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding, and provided, further, the UNION'S Business Representative shall be given an opportunity to be present at such adjustment, as an observer only.

TITLE 6. DISCIPLINARY APPEAL PROCESS

6.1 Pre-Disciplinary Procedures

Pre-Disciplinary Procedures Applicable to All Regular Employees (Applies only to demotions, Suspensions, dismissals):

When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the City Administrator shall be contacted so that all disciplinary procedures are followed. The Department Head and/or City Administrator will then prepare a notice of intended disciplinary action to be given to the employee which shall include as attachments:

- A written copy of the charges being made;
- The grounds for such charges;
- All documents which support such action;
- The type of disciplinary action intended;
- Copies of Personnel Rules violated and appeal procedures.

Notice shall also include a statement advising the employee that he/she may respond to the charges either verbally or in writing within a reasonable, specified time period which will not exceed ten (10) days starting from the date of receipt of the notice.

The Department Head and/or City Administrator shall make themselves available to hear verbal responses or answers to the proposed disciplinary actions and/or consider written responses submitted by the employee.

All information supplied by the employee in response to the proposed action will be considered by the Department Head and/or City Administrator prior to making a final decision on what disciplinary action is appropriate.

During the pre-disciplinary hearing, employees may be represented by a representative of their choice. However, the employee shall only have the right to show cause, if any, why the proposed disciplinary

action should not be taken. The employee shall be allowed to see all documents and material which are being considered to support the proposed disciplinary action.

Upon completing the pre-disciplinary procedures, the Department Head and/or City Administrator may resolve the matter without taking disciplinary action, or take the proposed action, or modified action as may seem appropriate.

If disciplinary action is taken, the employee shall be advised in writing of his/her right of appeal in accordance with Section 6.2.

Exception to Pre-Discipline Procedure

When in the opinion of the Department Head and/or the City Administrator the best interest of the CITY would be served by taking immediate disciplinary action against an employee for violation of a CITY rule or regulation, the Department Head and/or City Administrator may suspend an employee without pay for a period not exceeding two (2) work days, or one (1) twenty-four (24) hour shift in any one (1) month. When taking further action, the Department Head and/or City Administrator shall document the circumstances requiring such action.

In the event an emergency situation exists requiring immediate action to protect City property, to maintain reasonable community relations, to protect the employee's fellow workers, or other appropriate reasons, the Department Head and/or City Administrator may take immediate disciplinary action, as deemed appropriate, to relieve the emergency situation. When taking such action, the Department Head and/or City Administrator shall document the circumstances requiring such action.

When immediate disciplinary action is taken by a Department Head and/or City Administrator, as an exception to the pre-disciplinary procedure, the employee shall be provided written documentation of the action at the earliest possible time. The notice shall also advise the employee of the right to appeal the disciplinary action in accordance with Section 6.2.

6.2 Right Of Appeal

Appeal to City Clerk

Any regular employee who has completed the initial probationary period shall be given the right to appeal a suspension, demotion, dismissal or other discipline imposed on that employee. This shall initially involve a State Mediator.

Method of Appeal

A regular employee shall file a written notice within seven (7) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal shall be addressed to the City Clerk. The appeal shall set forth the matter appealed and the action desired by the appellant. Within seven (7) working days after receipt of the appeal, the City Clerk shall request a review by a State Mediator.

Notice

The City Clerk shall notify all persons named or affected by the appeal of the date, time, and place of review by the State Mediator.

Review by Mediator

When a disciplinary action is reviewed by a State Mediator, the Mediator shall determine the type of assistance that is provided. The Mediator may hold a hearing or conduct additional investigation as may be necessary. In addition to the subject matter on appeal, the employee's personnel file shall be reviewed. The personnel file is defined as that file which is maintained in the City Personnel Department. Unless physically unable to do so, the appellant shall appear personally before the Mediator at the time and place of the review.

The appellant may be represented by any person he/she may select and may produce relevant oral or documentary evidence. This process shall be closed to the public. Mediation shall be non-binding.

Appeal to the City Council

In the event that mediation fails to resolve the matter, the decision of the Department Head/ City Administrator in Section 6.1 shall be final and binding unless a written notice of appeal is filed with the City Clerk within seven (7) days following the conclusion of mediation.

Method of Appeal

A regular employee shall file a written notice within seven (7) calendar days, starting from the date of completion of mediation. The appeal shall be addressed to the City Council and filed with the City Clerk. The appeal shall set forth the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within seven (7) calendar days after receipt of the appeal, the City Clerk shall inform each member of the City Council, the City Administrator and all other persons named or affected by the appeal.

Notice of Hearing

When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing shall not be less than ten (10) calendar days from the date of filing of the appeal. The City Clerk shall notify all interested parties of the date, time and place of the hearing.

Hearing

When an appeal has been filed, the City Council shall review the record, and make a final determination of the issue. Both parties will be allowed to present a brief presentation concerning their interpretation of the record.

Findings

The City Council, within fifteen (15) calendar days after said hearing, shall make a finding. The City Council may:

- follow the recommendations of the State Mediator if any
- sustain the original disciplinary action
- reinstate the employee
- order any disciplinary action which it judges to be appropriate based on the evidence

The final findings of the City Council shall be the final administrative step in the disciplinary appeal process.

Extension of time

Any time limit contained in this title may be extended by mutual agreement of the employee and the City Administrator.

TITLE 7. DISCIPLINARY PROBATION**7.1 Disciplinary Probation**

Disciplinary Probation is a disciplinary penalty which may be imposed in lieu of termination, when the circumstances warrant. It is distinguished from the normal probationary period for new or recently promoted employees. It may be imposed for serious violations for a specific period of time not to exceed one year. Employees placed on Disciplinary Probation may be dismissed for failure to meet any requirement imposed as a condition of such status. Employees on Disciplinary Probation do not retain senior rights during a layoff or have permanent status. An employee, who is terminated for a specific violation identified in the notice of Disciplinary Probation, does not have appeal rights.

7.2 Background

Disciplinary action may be imposed after the employer has complied with pre-disciplinary procedures that are consistent with court decisions, state law, and the memorandum of understanding. These provide the employee with written information about the charges, the grounds for such charges, the documentation supporting such action, the type of disciplinary action intended, copies of applicable personnel rules and appeal procedures. A pre-disciplinary hearing is scheduled where the employee (or representative) may respond to the charges. Following this hearing, and a review of the facts, discipline may or may not be imposed.

Disciplinary actions, can include written warnings, suspension, demotion, or termination. Disciplinary Probation could be imposed, following pre-disciplinary procedures, in cases where the Department Head or the City Administrator determine the the employee has committed a serious offense that warrants termination. If the Department Head or City Administrator believe that the employee could improve if given an opportunity for rehabilitation, this disciplinary action could be imposed.

When disciplinary probation is imposed, the employee is provided with a list of violations that will result in immediate termination. If an employee violates a rule that is not on the list, the matter is handled as a separate disciplinary action.

Upon successful completion of the probationary period, the employee is returned to permanent status will full restoration of seniority rights.

TITLE 8. POLICY FOR A DRUG AND ALCOHOL FREE WORKPLACE**8.1 Purpose**

The City of Gridley has a strong commitment to provide a safe work place for its employees and to promote employee health. The City has developed this policy regarding alcohol and drug use to reinforce this commitment and to comply with Federal law, specifically, the Drug-free Workplace Act of 1988. Our goal is to establish and maintain a work environment free from the adverse effects of alcohol and drug use. This policy applies to positions represented by the I.B.E.W. Local Union 1245 Bargaining Unit.

8.2 Use And Sale Of Drugs

The unlawful manufacture, distribution, dispensation or use of a controlled substance on the job or on City property is prohibited.

Illegal drug use, or alcohol use which impairs and employee's job performance and interferes with regular work duties may result in disciplinary action.

If a supervisor has reasonable cause to suspect that an employee is not fit for duty, he/she may require the employee to submit to a medical clarification examination by a physician who is qualified to assess impairment caused by drugs or alcohol. The physician will determine, after a physical examination, whether the employee is fit or unfit for duty. During the examination, the physician may request that the employee provide a urine sample for drug or alcohol screening if the physician suspects the employee is under the influence of drugs or alcohol. The decision to require a fitness for duty test must be based on a reasonable and articulable belief that the employee is using alcohol or a prohibited drug on the basis of specific, contemporaneous physical, behavioral, or performance indicators of probable alcohol and drug use.

Any employee whose on-duty or off-duty conduct leads to a conviction of any criminal drug statute must notify his or her Department Head of that conviction no later than five days after such conviction.

TITLE 9. SAFETY

9.1 Prevention of Accidents

The CITY desires to maintain a safe place of employment and to that end the CITY shall make all reasonable provisions for the safety of employees in the performance of their work. It is recognized, pursuant to the provisions of SB 198, that the employer and employee jointly share responsibility for providing and insuring a safe and healthful workplace.

The CITY and the UNION shall cooperate in promoting the realization of the responsibility of the individual employee and Supervisor with regard to the prevention of accidents, and to that end both parties agree to comply with all State and Federal Health and Safety Laws, rules and resolutions.

In the event any applicable State or Federal Health or Safety rules are revised or adopted that conflict with current rules, such rule shall be revised.

In addition to the foregoing, CITY shall inform UNION of such new rule or revision for the parties to meet on a mutually agreed date to discuss the effects.

TITLE 10. EMPLOYEE STATUS

10.1 Employee Designation

Employees will be designated as Regular, Probationary, Part-time, or Temporary depending upon the purpose for which they were hired and their length of continuous service with the CITY.

10.2 Employee Defined

A regular employee is defined as an employee who has satisfactorily completed a six (6) month probationary period of employment with the CITY.

10.3 Probationary Employee-Newly Hired Or Promoted Employee

A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee will receive not less than the minimum rate for the job and will be eligible for such leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature. Upon completion of six (6) months of continuous satisfactory service with the CITY, a probationary employee will be given the status of a regular employee; if the City Administrator determines, in his/her sole discretion that a probationary employee has not performed satisfactorily during the first six (6) months of employment with the CITY, the City Administrator, on or before the last day of the sixth month of employment, may extend that employee's probationary period for a time not to exceed an additional six (6) months. The CITY will notify the UNION in writing of any such decision. A probationary employee may be terminated at any time during the probationary period, with or without cause, and the probationary employee shall have no right to appeal the termination.

Notwithstanding Gridley Personnel Rules 7.2 (Probationary Period of New Employees) and 7.3 (Probationary Period of Promoted Employees), it is acknowledged that the probationary period for the position of Apprentice Lineworker shall coincide with the length of the National Electrical Course for the Apprentice Lineworker. It is further agreed that the City Personnel Rules may be amended to reflect this change.

10.4 Temporary Employee

A temporary employee is defined as an employee hired by the day for occasional or seasonal work for a period not to exceed one hundred and twenty-five (125) days, or 1,000 hours. A temporary employee will receive not less than the minimum rate for the job but will not be eligible for sick leave pay (unless otherwise required according to federal and state labor law regulations), holiday pay, vacation pay, insurance coverage, retirement benefits or items of a similar nature. Upon completion of one hundred twenty-five (125) days, or 1,000 hours, of continuous service with the CITY, temporary employee will be given the status of probationary employee.

10.5 Regular Part-Time Employee

An employee appointed to fill, on a less than full time basis, a budgeted position shown in salary resolution.

Any employee hired into a regular part-time position shall be provided all benefits based on a pro-rata basis as compared to the normal work hours for his/her classification, with the exception of Medical and Dental, which shall be available to the employee, with the CITY and employee equally sharing the cost.

TITLE 11. WAGES AND CLASSIFICATIONS

11.1 Wages

Employees shall be paid the wages established for their classification. When an employee is assigned to work at a position having a higher classification, that employee shall be paid at the rate equal to the lowest step of the higher classification or at minimum the lowest step of the higher classification's range which provides a 3 percent increase in thier present salary, provided that employee has worked at the higher classification for 10 consecutive working days.

Said work performed at a position having a higher classification shall be authorized, in writing, by the affected Department Director and approved by the City Administrator, prior to the commencement of time credit toward the 10-day requirement. Written authorization shall not be unreasonably withheld.

11.2 Pay Day

If a pay date falls on a non-workday, payment shall be made on the preceding work day. Wages shall be paid on a bi-weekly basis. With City Administrator approval, advances on wages for one pay period may be allowed. City Administrator has sole discretion on advances.

The City of Gridley has implemented a payroll direct deposit program with a local bank. All City employees are eligible for this program. Costs associated with this program will be paid by the City.

11.3 Wage Schedule

Attached hereto and made a part hereof is Exhibit A titled "International Brotherhood of Electrical Workers Salary Schedule". The salary schedule contained in Exhibit A, reflect the actual compensation to be provided and will contain additional schedules generated during the course of the Memorandum of Understanding, based upon adjustments described in this section.

These schedules will incorporate Cost of Living Adjustments of 4% effective July 1, 2022, 3% effective July 1, 2023, and 3% effective July 1, 2024.

The Electric Lineworker series shall include Electric Supervisor, Senior Lineworker, Lineworker and Apprentice Lineworker.

The Electrical Lineworker position shall have a single wage rate. (previously identified as Step 5). The Apprentice Lineworker position shall have a 7 step wage scale during the 3.5 year Apprenticeship program as follows:

Step 1	1 st through 6 th month	60% of Electrical Lineworker salary
Step 2	7 th through 12 th month	65% of Electrical Lineworker salary
Step 3	13 th through 18 th month	70% of Electrical Lineworker salary
Step 4	19 th through 24 th month	75% of Electrical Lineworker salary
Step 5	25 th through 30 th month	80% of Electrical Lineworker salary
Step 6	31 st through 36 th month	85% of Electrical Lineworker salary
Step 7	37 th through 42 nd month	90% of Electrical Lineworker salary

Following completion of Apprenticeship program, Apprentice advances to Electrical Lineworker wage rate.

11.4 Longevity Pay

The following percentage will be added to the employees base salary upon completion of the following years of consecutive service:

<u>Years of Service</u>	<u>Total Longevity Pay</u>
10 years of service	1% of salary
15 years of service	2% of salary
20 years of service	3% of salary

11.5 Classification Specifications

All positions represented by this bargaining unit are attached hereto and made a part hereof in Exhibit B, titled "International Brotherhood of Electrical Workers Job Descriptions".

11.6 Employee Suggestion Award Program

The City shall reward employees for suggestions which, if implemented, allow for cost savings for the City. The parameters of this program are outlined via resolution of the City Council and are subject to amendment at the will of the City Council.

11.7 Assignment Pay – Senior Maintenance Worker (Sewer-Water)

5% additional compensation (Assignment Pay) will be added to the base pay of the Senior Maintenance Worker (Plant Operator) for performing the primary duty of operating the sewer plant and maintaining the water system, in addition to other duties of classification for Senior Maintenance Worker.

11.8 Sewer/Water And Electric Meter Certificates

Public Works personnel covered by this memorandum who are in possession of Certificates issued by the State of California (listed below) are eligible for a flat rate incentive pay as listed in the wage schedule, Exhibit A:

- D2 Distribution Certificate
- Level I Wastewater Treatment certificate
- Level II Wastewater Treatment certificate
- Level I Water Treatment certificate
- Level II Water Treatment certificate
- Backflow certificate
- Electrical Meter Certification

Electrical Meter Certification: Lineman who are assigned to perform work on electrical meters shall receive the equivalent flat dollar amount of \$3,239.88 annually.

11.9 Bilingual Pay

An employee shall receive bilingual pay that will be a flat rate as listed in the wage schedule Exhibit A, if:

- the CITY determines that bilingual skill in a specific foreign language in a specific job classification will improve operations; and
- the employee agrees to utilize his or her bilingual skills on the job; and
- the employee is able to demonstrate bilingual proficiency that is satisfactory to the CITY; and
- the City Administrator, utilizing the guidelines above, may approve bilingual pay.

11.10 Class B Drivers License Incentive Pay

Personnel within the bargaining unit covered by this memorandum who meet the following requirements are eligible for flat rate incentive as listed in the wage schedule Exhibit A, if they:

- Possess Class B Commercial License
- Have necessary endorsements to operate specific vehicles used in their department
- Are assigned to operate equipment requiring such a license
- Assignment is approved by their Department Head

Personnel within the Electrical Lineworker series shall have the 5% Class B Drivers License incentive pay incorporated into their base salary and possession of such license shall become a job requirement. The Electrical Lineworker series will not be eligible for additional compensation for a Class B Driver's License.

11.11 Rubber Glove Certification

Members of the Electrical Lineworker series who have received rubber glove certification and who perform duties requiring direct rubber glove contact on live 12 KV electrical lines shall be eligible for a premium pay of 8% effective July 1, 2014, provided that they meet the following program requirements:

- Participation is voluntary
- Consulting services, approved by the City Council, may be used to develop the program and provide training at CITY cost
- Gridley Electrical Department Rubber Glove program is certified by Cal OSHA and meets any other legal requirements
- Each individual participating in the program must satisfactorily complete the training program and recertify at required intervals
- Individuals who do not take the training, fail to satisfactorily complete the training, or who fail to recertify under the terms of the program are ineligible for this Premium pay
- The pay becomes effective on the first day of the month following certification of the employee

11.12 Cell Phone Allowance

A cell phone allowance of \$40 per month is established for members of the bargaining unit that meet the following qualifications:

- CITY determines that a need exists for the individual to have a cell phone available to conduct CITY business.
- Employee agrees to carry and use a personal cell phone for CITY business while on duty and on standby.
- Employee provides CITY with proof of service and cell phone number.
- Employee must agree to inform CITY of any lapse in phone service, phone number, or provider. The allowance will be paid within 30 days following the billing period. CITY shall not be responsible for additional phone charges beyond the \$40 per month. This limit does not apply during a natural disaster (declared) if the employee incurs an unusually high level of phone use while actively engaged in response or recovery activity.
- Public Works Leadworker and the Electric Customer Service Technician have been determined as classifications to have cell phones

In addition to the provisions above, CITY agrees to provide a CITY cell phone for use by electrical and public works personnel assigned to standby. The phone may be used for official CITY business only and is to be carried while on standby. In the event that an individual assigned to standby prefers to carry a personal cell phone in lieu of a CITY provided phone, that individual must notify his or her supervisor so that information can be provided to dispatch.

TITLE 12. HOURS AND OVERTIME

12.1 Workweek And Basic Workweek

A workweek is defined as consisting of seven (7) consecutive calendar days, Sunday through Saturday, and except as otherwise provided herein, a basic workweek is defined to consist of five (5) consecutive workdays of eight (8) hours each, Monday through Friday. The regular work hours shall be from 8:00 A.M. to 5:00 P.M. with one (1) hour off for lunch. Additionally, a 9/80 schedule shall be available to employees who have been granted City approval: This plan distributes 80 hours over nine days in one payroll period: eight 9-hour days and one 8-hour day. FLSA requires that the 8-hour day correspond to the employee's modified day off (e.g., every other Friday off; eight-hour-day on the alternative Friday.) Starting times, and quitting times, and meal times may be changed by mutual consent so as not to incur the penalty of overtime. There shall also be allowed two (2) break periods, each of fifteen (15) minutes duration. The first break shall be taken midway in the first half of the shift, and the second shall be taken midway in the last half of the shift.

12.2 Overtime Defined

Overtime is defined as:

- Time worked in excess of forty (40) hours in a workweek;
- Time worked in excess of eight (8) hours on a scheduled workday;
- Time worked on a non-workday;
- Time worked outside of regular hours on a workday, and;
- Time worked on a Holiday.

Overtime shall be computed to the nearest one-quarter hour. Overtime shall be authorized in advance by the immediate Supervisor, Department Head or City Administrator.

12.3 Overtime Compensation

Overtime compensation shall be paid at a rate equivalent to one and one-half (1 ½) times the individual employee's straight time rate of pay. Call back overtime is defined as overtime requested of the employee after there has been a release from work by the CITY, and shall be paid at a rate equivalent to two and one-quarter (2 ¼) times the individual employee's straight time rate of pay. The minimum time for which overtime shall be paid under this Section is four (4) hours on a non-workday and two (2) hours on a workday.

12.4 Standby / Restricted Standby

Standby – Whenever any employee is required to remain available on a standby basis, he/she shall be compensated for two (2) hours at his/her respective overtime rate of pay for each day (24-hour period) of standby duty. Standby duty means time in excess of the official workweek during which an employee is required to return to duty when called to do so.

Restricted Standby – Whenever any employee is required to remain available on a standby basis and be immediately available to a department's requirement for return to duty, he/she shall receive the minimum wage as defined within the Fair Labor Standards Act. If such standby hours exceed the employee's assigned work period, such employee may be eligible for applicable minimum wage overtime. Such employee shall have his/her regular rate of pay and standby pay calculated in accordance with the requirements of the Fair Labor Standards Act. Any standby pay shall not be less than the equivalent of two (2) hours pay at the overtime rate for a twenty-four (24) hour period.

Employees scheduled for Public Works Standby duty must be in possession of the valid State of California Water Distribution Certificate that is required for the City of Gridley's water system. The possession of a City cell phone shall not constitute standby duty unless the appointing authority or his/her designated representative has specifically assigned the employee to standby duties.

12.5 Overtime Meals

Employees who work four or more consecutive overtime hours (between the hours of 10:00 p.m. and 6:00 a.m.) shall be entitled to a meal. In the event that food is unavailable, the employee shall be provided with a voucher for a meal at a local restaurant. The value of the meal shall be in accordance with the meal allowance as stated in the City of Gridley Travel Rate Information Policy.

Payment of Meals during Local Emergencies or Extraordinary Events

During local emergencies or extraordinary events such as floods, extended power outages or major storms, the City Administrator shall have the authority to approve employee meals in situations where it is necessary to keep the employee on duty beyond the normal workday. Such meals shall be in accordance with the meal allowance as stated in the City of Gridley Travel Rate Information Policy.

12.6 Paid Rest Period

Periodically, City crews may be assigned to work an unusual number of overtime hours due to emergency conditions that require restoration of utilities or other similar situations. CITY recognizes that safety could be jeopardized if employees are required to report to work for a regular shift following such a period of extended work activity.

The onsite supervisor, shall have the authority to grant up to 4 hours of paid rest time in such situations in the interest of work safety. A department head may grant up to 8 hours of paid rest time under such circumstances. CITY reserves the right to issue guidelines for such determinations.

TITLE 13. PROMOTION AND TRANSFER

13.1 Posting Vacancies

When new jobs or additional jobs are created, or vacancies, other than temporary vacancies occur, which the CITY intends to fill, the CITY shall post vacancy notices on all bulletin boards and a copy shall be mailed to the UNION'S Business Representative. Vacancy notices shall be posted for a period of five (5) working days, and shall set forth the date of posting the classification and location of the job, its duties, qualifications required and the rate of pay. Regular employees may submit bids on such jobs by U.S. mail to the CITY office and the CITY shall not consider any bids postmarked more than five (5) days from the date that the five (5) day posting period expired. In filling jobs, CITY shall give preferential consideration to employees in the order of their CITY seniority.

13.2 Senior Maintenance Worker

Employees, without sewer and water certificates, reclassified or promoted to the position of Senior Maintenance Worker, may, with the approval of the Director of Public Works, be given up to 12 months to secure certificates.

13.3 Bypass For Lack Of Qualifications

Notwithstanding Title 13.1, the CITY need not consider the bid of any employee who does not possess the knowledge, skill, efficiency, attitude, adaptability, ability to work with others and physical ability required for the job on which the bid is made. The CITY shall be the sole judge of the qualification.

When the CITY intends to appoint an employee to a vacancy in preference to an employee with greater seniority, the CITY shall notify the UNION'S Business Representative of its intent prior to such appointments.

TITLE 14. DEMOTION AND LAYOFF

14.1 Notice

When it becomes necessary for the CITY to lay off regular employees, the CITY shall give employees involved as much notice as possible; but in no event will such employees receive less than two (2) weeks notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need to be given.

14.2 Layoff

When it becomes necessary to reduce the work force, senior employees shall be retained, provided they have necessary skill and ability to perform the required work.

TITLE 15. LEAVE OF ABSENCE

15.1 Eligibility

"Leave of Absence" may be granted to regular employees by the City Administrator, or his duly authorized representative, for urgent and substantial reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. All applications for "Leave of Absence" shall be made in writing except when the employee is unable to do so.

15.2 Period Of Leave

The City Administrator may grant a "Leave of Absence" without pay to a regular employee for a period not in excess of ninety (90) days. The City Council may grant an additional "Leave of Absence" without pay to such employee if his personal circumstances and his service to the CITY warrant the granting thereof.

15.3 Status

An employee's status as a regular employee will not be impaired by such a "Leave of Absence" and his seniority shall accrue. During the period of a "Leave of Absence," an employee's position and tour of duty will only be filled on a temporary basis.

15.4 Commence And End

A "Leave of Absence" will commence on and include the first workday on which the employee is absent and terminate with, and includes the workday preceding the day the employee returns to work. The conditions under which an employee will be restored to employment on the termination of "Leave of Absence" shall be clearly stated by the CITY, on the form on which application for the leave is made.

15.5 Reinstatement

Upon an employee's return to work after a "Leave of Absence" he will be reinstated to his former position and working conditions, except where there has been a reduction of forces or his position has been eliminated during said leave, he will be returned to the position he would have been had he not been on a "Leave of Absence."

15.6 Termination Of Service

If an employee fails to return to work on the first working day after the expiration of his "Leave of Absence," he will be deemed to have resigned from employment with the CITY and his employment will terminate, provided, however, that the City Administrator may, for good cause shown, authorize an additional five (5) days extension of the "Leave of Absence" provided that application for such extension is made prior to the expiration of his "Leave of Absence."

Any employee who accepts gainful employment while on "Leave of Absence," terminates his employment unless such employment is approved by the CITY.

15.7 City "Leave Of Absence"

Members of UNION who are temporarily or permanently appointed to positions within the CITY, but outside the jurisdiction of the UNION, shall at their request, receive "Leaves of Absence" for periods not to exceed one (1) year. An employee who is granted such a "Leave of Absence" shall continue to accrue seniority, and retain the right to return to his previous classification. However, should the employee successfully seek employment within the jurisdiction of the UNION after his "Leave" expires, he shall suffer loss of seniority for job bidding purposes only. He shall work within the jurisdiction of UNION for a period equal to the time he was outside of the UNION jurisdiction to receive his job bidding seniority.

15.8 Military "Leave Of Absence"

An employee who leaves his employment with the CITY to enter the Military service or other service where his rights are protected by Federal and State law, shall be granted a "Leave of Absence" under the provision of Section 15.1 to 15.6, inclusive. Upon qualifying for reemployment under any such law, and being reemployed, he will be granted a further retroactive "Leave of Absence" to cover the balance of his absence.

15.9 National Guard

An employee attached to the National Guard or Military Reserves who is required to participate in the annual training encampment, reserve meetings, and/or is called to active duty, shall be so compensated up to thirty (30) calendar days and shall be given up to one hundred eighty (180) days of "Leave of Absence," provided the employee has at least one (1) year of service. Employees shall be placed on "Leave of Absence" only upon receipt of the Order to Duty.

15.10 Funeral Leave

A regular employee shall be granted time off with pay to attend the funeral of a member of the immediate family. The immediate family shall be limited to: employee's spouse, parents, grandparents, children, grandchildren, brothers, sisters, brother-in-law, sister-in-law, father-in-law, and mother-in-law. Funeral leave shall consist of up to three (3) working days per occasion. In other cases, the City Administrator may approve paid funeral leave.

Employees who have not attained regular status shall be allowed time off with pay, as provided for in the above paragraph.

15.11 Jury Duty

Employees called for jury duty, grand jury trial, or inquest shall be granted the necessary time off for this purpose under the following conditions: A regular employee called for jury duty, grand jury trial, or inquest shall be compensated by the CITY for the difference between his regular wages and any

compensation received as a juror. Expenses and travel allowances which are not taxable and payment for jury duty on non-workdays will not be included in computing the remuneration received from the Court.

15.12 Benefits While On Leave

An employee on "Leave of Absence" as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee, may, however, at his option and expense, maintain his group insurance coverage providing the full monthly premium is received in the Finance Department of the CITY on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the leave of absence is a result of exhaustion of sick leave benefits, an employee's group insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays his share of the premium on a timely basis.

15.13 Application

This Title applies to any and all employees on "Leave of Absence" as of the effective date of this Agreement.

15.14 Employee Obligation to Communicate with Employer While on Leave

Employee shall have the obligation to reasonably communicate with the CITY when Employee is absent from work due to leave. Employee's obligation to communicate during vacation leave shall be at Employee's reasonable discretion, and shall not be a requirement subject to these provisions. At all other times and for all other types of leave, Employee shall be under a duty to return phone calls and other electronic communications from the CITY from time to time related to Employee's leave status as well as to respond to the CITY's questions concerning matters relevant to Employee's job with the CITY. To the extent physically able to do so, Employee shall be obligated to return phone call promptly and within 24 hours if Employee is unable to respond to the telephone when the call is initially placed. As to other electronic communications, employee shall promptly respond within 24 hours (again, assuming Employee is physically able to do so). Additionally, Employee shall, to the extent physically able to do so, make themselves personally available to discuss with the CITY Employee's job status and matters related thereto as well as to discuss matters relevant to and related to Employee's job with the CITY. Employee shall report to their regular place of employment or such other location reasonably located within the CITY as the CITY may direct from time to time to meet with the CITY representatives. If Employee is required to physically present themselves, they shall be compensated for time spent during such meetings as if they were actually performing work for the CITY (even though the purpose of such meetings shall be for purposes of communication and not to perform work). Employee shall physically report for face-to-face communications with the CITY upon 72 hours or more notification of the CITY's request for a meeting. Except for vacation leave, the Employee shall provide the CITY with a current telephone number and mailing address at all times while on leave. Employee's failure to communicate with the CITY as described above shall be grounds for discipline up to and including termination. Should the employee not respond within 24 hours, the Employer shall first notify the Employee's Union or Association (if applicable) representative of Employee's failure to respond. Subsequent to CITY notification, the Employee's Union or Association representative shall have a minimum of one-full regular work day in order to contact said Employee in order to open lines of communication. In the event that the Union or Association representative is able to open communications between the Employee within the one work-day timeframe, the Employer shall take no disciplinary actions against the Employee regarding failure to communicate in reasonable and timely fashion.

TITLE 16. SICK LEAVE

16.1 Accumulation

Regular employees shall earn sick leave at a rate of eight (8) hours per calendar month of service or pro-rata portion. There shall be no limit to the accrual of unused sick leave.

16.2 Allowance

Sick leave shall be allowed for an absence due to: (a) a bona fide illness, off duty injury, or confinement for medical treatment; (b) personal medical or dental appointments which are impracticable to schedule outside of regular working hours; (c) the need to attend sick or injured immediate family members (e.g, dependent children, spousal partner, siblings, and parents) for up to seventy-two (72) hours per calendar year; (d) the need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family for up to forty (40) hours per incident. A Doctor's certificate, showing proof of illness may be required by the CITY only when abuse of sick leave is suspected.

16.3 Workers' Compensation

If an employee is injured on the job, and is receiving benefits under Workers' Compensation Act, he shall be allowed to use his unused leave benefits in an amount sufficient to provide wages equal to his salary as if he was normally employed. This provision will cease when the employee's leave benefits are exhausted.

TITLE 17. HOLIDAYS

17.1 Holiday Entitlement

The following are guaranteed holidays for which all regular and probationary employees will be entitled to time off with pay:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Designated Thursday in November
Day after Thanksgiving	
Last Working Day before Christmas	
Christmas Day	December 25
Last Working Day before New Year's Day	
Floating Holidays (2)	

17.2 Saturday And Sunday Holiday

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the Holiday. When any of the above Holidays falls on a Saturday, the employee shall receive the preceding normal workday off with pay. Other provisions for observing Holidays may be agreed to my mutual consent of the parties.

17.3 Work On Holidays

In the event a Holiday, as listed above, shall fall during an employee's vacation period, he shall either receive an extra day of vacation with pay, or an extra day's pay, with the mutual consent of the employee and immediate supervisor.

Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event such employee will, in addition to his holiday pay, be compensated at his appropriate overtime rate of pay for all hours worked on said Holiday.

TITLE 18. VACATIONS

18.1 Vacation Allowance

Each regular employee in the classified service shall be entitled to earn vacation as follows:

<u>Years of Service</u>	<u>Rate In Hours</u>	<u>Max Accrual</u>
0 through 5 years	80 hours per year	160 hours
6 through 10 years	120 hours per year	240 hours
11 through 20 years	160 hours per year	320 hours
20+ years	200 hours per year	400 hours

Vacation Accumulation – Earned vacation is credited monthly at rates that are based upon length of continuous employment. Effective July 1, 2003 and thereafter, on a monthly basis, an employee who has exceeded the maximum vacation accrual (for his or her length of employment) will be ineligible to earn additional vacation credit. Monthly vacation accrual would resume after the accumulated balance is reduced below the maximum accrual.

Employees may choose to receive the balance of their respective calendar year vacation accrual as pay, (not to exceed eighty (80) hours) provided the employee submits such request in writing to the Finance Director on or before June 1st each fiscal year, and such request is approved by the City Administrator. The City Administrator shall have sole authority for approving, denying or paying a portion of the vacation balance.

Unused Vacation

Employees whose employment with the CITY is terminated for any reason shall, at the time of termination, receive pay for any unused vacation period previously earned

18.2 Sick Leave

The CITY shall not require an employee to take vacation in lieu of sick leave or leave of absence due to illness.

18.3 Personal Leave

Each calendar year, each employee shall be provided a separate bank of thirty-two (32) hours of Personal Leave Time (PLT). Personal Leave is intended to provide the employee with paid time off to address legitimate personal business that may arise from time to time during the year.

Use of PLT is subject to the following:

1. PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank.

2. Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off in PLT if such release time will adversely impact the operating or staffing needs of a City department.
3. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall roll over into the next calendar year.
4. Any employee hired after the 1st of the year shall be granted a prorated amount for the remainder of the calendar year.

TITLE 19 MISCELLANEOUS

19.1 Anti-Abrogation

The CITY shall not, by reason of the execution of this Agreement, abrogate or reduce the scope of any present plan, rule or any item which is subject to the Meet and Confer process of the Meyers-Milias-Brown Act, which is not specifically covered by this Agreement.

19.2 Flexible Work Schedule

It is the policy of the CITY to encourage members of the UNION's bargaining unit to pursue higher education. The CITY will, where such modifications can be reasonably accommodated, authorize a flexible work schedule to allow attendance at classes. The modified work schedule must be approved by the Department Head and the City Administrator.

19.3 Plant Operator Position

The CITY has established the classification of Plant Operator. The position will be filled on an assignment basis rather than as a permanent reclassification. The salary for this position will be the equivalent of the Senior Maintenance Worker with assignment pay plus the appropriate certificate pay. The assignment will go into effect when the current individual receiving assignment pay has earned the three qualifying state certifications.

19.4 Electrical Crew Foreperson

The CITY has established the classification of Electrical Crew Foreperson. This position assumes supervisory responsibilities during the absence of the Electrical Superintendent. This position is compensated at 5% above the Electrical Line Worker position.

19.5 Training

The CITY encourages employees to improve their job skills by participating in courses directly related to work activities. A well trained workforce benefits both the employer and employee. The employer benefits by having a qualified workforce. Employees, in some cases, can qualify for additional compensation for earning specific job related certificates.

This includes correspondence courses for water and wastewater certificates and classroom training conducted at off site locations, that may require overnight travel. This does not apply to training provided during the normal work day within the City of Gridley or within a distance that does not require an overnight stay.

- Authorization for training requires prior approval by CITY.
- For approved training, CITY will pay for registration, books, and materials.
- Employees are not compensated for study time.
- During training days, employee will receive straight regular time, not to exceed 8 hours per day. Training varies by course, which may be more or less than an 8 hour day.
- If training is offered on a non-work day, Department Head may authorize a temporary modification of work schedule before or after training so as to minimize impact on employee. (ie: If, for example, training occurs on a Saturday, work schedule may be temporarily modified, by providing for a Monday off).
- No compensation for travel time, unless during normal working hours.
- If required, City will pay travel expenses (including lodging, mileage, transportation, and per diem according to CITY travel policy). Payment for such travel is based on State of California Travel policy.

19.6 Tuition Reimbursement

All personnel covered by this agreement shall be eligible for educational cost reimbursement for job related college level courses taken outside of regular work hours. Classes shall be subject to prior approval by the City Administrator. The cost shall not exceed the equivalent cost of registration or tuition for one individual taking 1 class at Chico State University per semester (up to two semesters per

year). The individual shall be responsible for additional costs for books, etc. Reimbursement is to be made following satisfactory completion of class with a grade of 2.0 or above on a 4 point scale.

19.7 Educational Incentive

Effective July 1, 2022, educational incentives shall be paid to those employees who qualify as follows:

Associates Arts Degree	1%
Bachelor's Degree	2.5%
Master's Degree	5%

The degrees must be issued by a California Community College, State University or a private educational institution approved by the City Administrator.

19.8 Notary Stipend

Effective July 1, 2022, the City will pay a flat rate incentive of ninety-six (\$96) dollar stipend for administrative classifications that maintain a California Notary Public appointment and utilize their appointment for the benefit of the City.

19.9 Take Home Vehicle

Employees may, upon approval of the City Administrator, be assigned to take home a City of Gridley vehicle on a permanent or semi-permanent basis. The following classifications shall be assigned to take home a City vehicle on a permanent basis:

Business Services Supervisor
Electrical Supervisor
Maintenance Supervisor

TITLE 20. BENEFITS

20.1 Benefits Upon Separation From Employment

Upon separation from employment, unexpended balances in an employees Cafeteria Benefit Account, revert to the City, unless a transfer request is made to ICMA-RC prior to retirement and accepted by ICMA-RC for unexpended balances to be deposited to an active Retirement Health Savings Plan. Any funds not requested for reimbursement (for costs incurred during the term of employment) within thirty days of separation are forfeited.

Following is a listing of benefits and their availability upon retirement. This listing is not exhaustive and is only provided as a guide relating to sick and vacation accruals (if any) and remaining balances in the cafeteria plan (if any). Where known, other benefits that extend beyond the retirement date of the employee are also included (dental and health insurance).

Vacation

Balances available at the time of retirement fully accrue to the retiring employee. The employee, at their option, may apply the value equivalent of the vacation accrual to the following:

- "Cash out" the value of the vacation accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.

- Request the City, through an ICMA-RC form to contribute the value of the vacation accrual to the employee's existing Retirement Health Savings Plan. This would apply to anywhere between 0% and 100% of the available balances.
- The employee may utilize the above options in any combination but only up to the total available accrual at the time of retirement for the employee.

Sick Leave:

Balances are available to the employee only upon the retirement into the CalPERS retirement system within 120 days of retirement from the City. If the employee retires from the City to CalPERS retirement in this time, the following options are available to employees hired prior to July 1, 2014:

- Cash out" the value of the sick leave accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.
- Request the City, through an ICMA-RC form to contribute the value of the sick leave accrual to the employee's existing Retirement Health Savings Plan. This would apply to anywhere between 0% and 100% of the available balances.
- Request the City, through a CalPERS form, to convert the sick leave accrue to service credits at the per hour equivalent described by CalPERS. This would apply to anywhere between 0% and 100% of the available balances.
- The employee may utilize 1, 2 & 3 above in any combination but only up to the total available accrual at the time of retirement for the employee.

Employees hired after July 1, 2014, refer to Title 21, Section 21.1 for cashout of sick leave.

Dental Insurance

The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate described in COBRA for a period of up to 18 months (the available time period is also described by COBRA).

20.2 Medical

City Medical Plans

The City shall provide the following medical plans:

- Anthem Blue Cross HMO – High Option (HMO 1 as outlined in 8-11-14 Company provided summary)
- Anthem Blue Cross PPO – High Option (PPO 1 as outlined in 8-11-14 Company provided summary)

Employee Contributions

Effective January 1, 2015 and thereafter, employees shall contribute the following dollar amounts plus 20% of any premium increase for their selected Blue Cross Plan:

Employee:	\$64.57
Employee + One:	\$104.14
Employee + Family:	\$137.88

In no event shall employee contributions exceed the following monthly contribution:

Employee:	\$100.00
Employee + One:	\$150.00
Employee + Family:	\$200.00

Health Savings Accounts

The CITY and the UNION agree to continue to meet and discuss retiree health care with the intent of establishing a medical plan savings plan/s such as Health Care Savings Accounts (HSA), Health Care Reimbursement Arrangement (HRA), Retirement Health Savings Accounts (RHS).

In Lieu Health Plan Contributions

Any employee who submits a written request to waive health insurance coverage and the CITY contribution to the cafeteria plan may do so provided they have proof of other health insurance coverage. Such employee shall receive fifty-percent (50%) of the 2014 monthly premium value of the plan tier for which the employee waives coverage, i.e. Employee Only (\$728), Employee +1 (\$1460), Family (\$1,897), and this payment shall be allocated to employee's payroll or to one of the CITY's tax deferred IRS plans provided herein. An employee may opt out of health coverage only during the regular open enrollment period.

IRS 125 Plan/105 Health Savings Accounts

CITY and UNION agree to convert the current "cafeteria benefit plan", PERS health insurance premium plan, and the current Health Savings Plan to be consistent with applicable Internal Revenue Services' (IRS) regulations. CITY and UNION agree to maintain the same level of contributions for each employee as such contributions exist for such employee at the time of conversion to the new plan. Such contributions may be designated by the employee to be paid as salary, or to the extent provided by applicable IRS regulations, directed to CITY's 457 ICMA-RC Plan beginning with the first pay period in February 2010. Such designation may not be made more than once each year during the month of December for implementation during the first pay period in January of the following year.

To the extent provided by the applicable IRS regulations, an employee shall have the option to designate salary to the IRS Section 125 Plan during open enrollment through a third party vendor contracted by the City.

CITY and UNION agree that it is their intent not to increase CITY costs or reduce the current CITY contributions made on behalf of each employee on the date of conversion.

20.3 Dental Plan

The CITY agrees to provide and maintain a Group Dental Insurance Program at a mutually agreed upon level of benefits and the CITY shall pay 100% of the costs for such coverage for the term of this agreement. The CITY shall provide the above coverage for the employee and his/her dependents.

20.4 Life And Disability Insurance

The CITY shall provide and maintain group life insurance with accidental death and dismemberment benefits. The basic life insurance amount is \$50,000 for all employees and \$5,000 for dependents. The premium shall be paid for by the CITY. In addition, CITY will provide a Standard Insurance Company short-term and long-term disability plan for the term of this Agreement, the full cost of which shall be borne by the CITY.

20.5 Computer Loan Fund

The CITY has established a computer purchase loan program for its employees. The CITY encourages the use of computers by employees, where such use will result in a more efficient use of time and an improved work product. CITY personnel will have the opportunity to acquire desktop and laptop

computers and accessories that will enhance their personal and professional skills. Participation in the loan program is voluntary and subject to the following conditions:

- Eligible employees may receive a loan of up to \$2,000 (two thousand dollars) for the purchase of a computer (desktop or laptop), printer, digital camera, software and other related equipment as provided under the minimum standards as defined under CITY policy. The specific items to be purchased must be approved in advance by the City Administrator (or his designee). The equipment must meet minimum standards established by the CITY: Minimum standards are subject to revision by the CITY as necessary to maintain current technology. Revision to the standards will be via changes to CITY policy approved by City Council.
- The term of the loan shall be 24 months and interest free. The loan repayment schedule shall start with the payroll period following the month in which the CITY paid for the equipment.
- The Finance Department will deduct payments from the employee's paycheck in equal installments. The employee may make payments in excess of the minimum necessary to satisfy the loan in 24 months.
- The loan agreement, included as an exhibit in the original 1998 Resolution approving the loan program must be signed. The loan agreement is included in the CITY policy and may be changed immaterially from time to time based on the circumstances of a particular loan.
- The Security Agreement, included as an exhibit in the original 1998 Resolution approving the loan program must be signed. The Security Agreement is included in the CITY policy and may be changed immaterially from time to time based on the circumstances of a particular loan to adequately identify the security of the loan.

20.6 Physical Fitness

The City will reimburse UNION members up to \$25 per month for gym membership. Should a member pay for more than one month at a time (for example, six months in advance) the City will only reimburse that member at a rate of \$25 per month. The City Administrator will have the final approval or disapproval authority of any facility or business selected by the member to ensure the intent of this section is met.

20.7 Vision Plan

The City has established a vision plan for members; however members who desire to participate will bear 100% of their costs.

TITLE 21. RETIREMENT

21.1 Sick Leave Pay-Off

Sick leave which has been accumulated during an employee's tenure with the CITY, shall be reimbursed to the employee at the current rate including Title 11 certificate pay, at the time of retirement, upon his retirement for service under P.E.R.S. For employees hired after July 1, 2014, sick leave which has been accumulated during an employee's tenure with the CITY shall be reimbursed fifty percent (50%) to the employee at the current rate including Title 11 certificate pay, at the time of retirement, upon his retirement for service under P.E.R.S.

21.2 Public Employees Retirement System (P.E.R.S.)

Retirement benefits shall be provided to eligible employees in accordance with the applicable contract between the City and the Public Employees Retirement System (PERS).

The use of terms “Classic Member” and “New Member” shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A “Classic Member” is defined as any of the following:

- A new hire that was brought into CalPERS membership for the first time before January 1, 2013.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another qualifying public retirement system prior to January 1, 2013, and is eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

A “New (PEPRA) Member” is defined in Government Code section 7522.04(f) as any of the following:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in a qualifying public retirement system; or
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another qualifying public retirement system prior to January 1, 2013, and is not eligible for reciprocity; or
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member - The 2% at 55 PERS formula shall be provided for “Classic Member” employees. The employees shall pay 100% of the employee contribution, 7%.

New (PEPRA) Member - 2% at 62 retirement formula shall be provided for all New (PEPRA) Member employees. The employee shall pay 50% of the PERS “normal costs” rounded to the nearest quarter of 1 percent. (PERS “normal cost” is the employer plus employee share)

All applicable contributions identified above shall be made through payroll deduction on a pre-tax basis.

The City has implemented the retirement benefit known as “Final Year Compensation”, as described in Section 20042 of the Government Code. Employees hired on or after July 1, 2010 shall not be eligible for “Final Year Compensation”, such employees shall have applied the PERS formula of 36 highest paid consecutive months by amendment to the CalPERS Agreement. The following PERSable certifications shall be reported as PERSable compensation:

- Electric: Bilingual Pay/Rubber Glove Pay/Longevity Pay/Class B CDL Customer Serv. Tech./Longevity Pay
- Public Works: Bilingual Pay/Class B CDL/Water Dist. I and II Pay/ Wastewater Treatment Pay/Longevity Pay
- Administrative: Bilingual Pay/Class B CDL/Longevity Pay

21.3 Deferred Compensation Program

The CITY has established for all employees voluntary participation in qualified 457 Deferred Compensation programs. Eligible employee(s) who decline medical coverage, shall be entitled, in lieu of CITY paid medical coverage, amounts as specified in Section 20.2 deposited by the CITY into their Cafeteria Plan account.

21.4 ICMA Retirement Health Savings Plan

The CITY agrees to implement the ICMA Retirement Health Savings Plan.

TITLE 22. TERM OF AGREEMENT**22.1 Term**

This agreement shall take effect on July 1, 2022, and shall continue in full force and effect through June 30, 2022, and thereafter from year to year, unless written notice of intent to modify shall be given by either party to the other sixty (60) days prior to the end of the current year.

22.2 Changes To MOU

This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GRIDLEY AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 7th day of October, 2019.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245

CITY OF GRIDLEY

1. _____
Dominic McCurtain, Business Representative

1. _____
Cliff Wagner, City Administrator

2. _____
Danny Howard, Utilities Director

NEGOTIATING COMMITTEE MEMBERS

1. _____
Patricia Taverner

2. _____
Scott Taylor

3. _____
Matthew Contreras

City of Gridley Schedule of Wage Rates - Admin Series

Bargaining Group: IBEW

Effective Date 7-1-2022

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant 1	4918	5164	5422	5693	5978	6277	6591
Business Service Supervisor	4820	5061	5314	5580	5859	6152	6459
Senior Accounting Technician	4257	4470	4694	4929	5176	5435	5706
Accounting Technician	3872	4066	4269	4482	4706	4941	5188
Administrative Secretary	3869	4063	4267	4480	4704	4939	5186
Administrative Services Clerk II	3686	3870	4063	4267	4480	4704	4939
Administrative Services Clerk I	3153	3311	3477	3650	3833	4025	4226
Transit Operator	4201	4411	4632	4863	5107	5362	5630

Incentives and other additional pay

Bilingual Pay (Flat Rate)

Accountant 1	321
Business Services Supervisor	321
Senior Accounting Technician	321
Accounting Technician	301
Administrative Secretary	303
Administrative Services Clerk II	291
Administrative Services Clerk I	264
Transit Operator	318

Class B Drivers License (Flat Rate)

Accountant 1	321
Business Services Supervisor	321
Senior Accounting Technician	321
Accounting Technician	301
Administrative Secretary	175
Administrative Services Clerk II	291
Administrative Services Clerk I	264
Transit Operator	318

Notary Stipend (Flat Rate)

Accountant 1	96
Business Services Supervisor	96
Senior Accounting Technician	96
Accounting Technician	96
Administrative Secretary	96
Administrative Services Clerk II	96
Administrative Services Clerk I	96
Transit Operator	96

Associates Arts Degree 1%

Accountant 1	49	52	54	57	60	63	66
Business Services Supervisor	48	51	53	56	59	62	65
Senior Accounting Technician	43	45	47	49	52	54	57
Accounting Technician	39	41	43	45	47	49	52
Administrative Secretary	39	41	43	45	47	49	52
Administrative Services Clerk II	37	39	41	43	45	47	49
Administrative Services Clerk I	32	33	35	37	38	40	42
Transit Operator	42	44	46	49	51	54	56

Bachelor's Degree 2.5%

Accountant 1	123	129	136	142	149	157	165
Business Services Supervisor	121	127	133	139	146	154	161
Senior Accounting Technician	106	112	117	123	129	136	143
Accounting Technician	97	102	107	112	118	124	130
Administrative Secretary	97	102	107	112	118	123	130
Administrative Services Clerk II	92	97	102	107	112	118	123
Administrative Services Clerk I	79	83	87	91	96	101	106
Transit Operator	105	110	116	122	128	134	141

Master's Degree 5%

Accountant 1	246	258	271	285	299	314	330
Business Services Supervisor	241	253	266	279	293	308	323
Senior Accounting Technician	213	223	235	246	259	272	285
Accounting Technician	194	203	213	224	235	247	259
Administrative Secretary	193	203	213	224	235	247	259
Administrative Services Clerk II	184	194	203	213	224	235	247
Administrative Services Clerk I	158	166	174	183	192	201	211
Transit Operator	210	221	232	243	255	268	282

Longevity**1% at 10 years of service**

Accountant 1	49	52	54	57	60	63	66
Business Services Supervisor	48	51	53	56	59	62	65
Senior Accounting Technician	43	45	47	49	52	54	57
Accounting Technician	39	41	43	45	47	49	52
Administrative Secretary	39	41	43	45	47	49	52
Administrative Services Clerk II	37	39	41	43	45	47	49
Administrative Services Clerk I	32	33	35	37	38	40	42
Transit Operator	42	44	46	49	51	54	56

2% at 15 years of service

Accountant 1	98	103	108	114	120	126	132
Business Services Supervisor	96	101	106	112	117	123	129
Senior Accounting Technician	85	89	94	99	104	109	114
Accounting Technician	77	81	85	90	94	99	104
Administrative Secretary	77	81	85	90	94	99	104
Administrative Services Clerk II	74	77	81	85	90	94	99
Administrative Services Clerk I	63	66	70	73	77	80	85
Transit Operator	84	88	93	97	102	107	113

3% at 20 years of service

Accountant 1	148	155	163	171	179	188	198
Business Services Supervisor	145	152	159	167	176	185	194
Senior Accounting Technician	128	134	141	148	155	163	171
Accounting Technician	116	122	128	134	141	148	156
Administrative Secretary	116	122	128	134	141	148	156
Administrative Services Clerk II	111	116	122	128	134	141	148
Administrative Services Clerk I	95	99	104	110	115	121	127
Transit Operator	126	132	139	146	153	161	169

City of Gridley Schedule of Wage Rates - Admin Series
 Bargaining Group: IBEW
 Effective Date 7-1-2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant 1	5066	5319	5585	5864	6157	6465	6788
Business Service Supervisor	4965	5213	5474	5747	6035	6336	6653
Senior Accounting Technician	4385	4604	4835	5077	5331	5598	5877
Accounting Technician	3988	4188	4397	4616	4847	5089	5344
Administrative Secretary	3985	4184	4395	4614	4845	5087	5342
Administrative Services Clerk II	3797	3986	4185	4395	4614	4845	5087
Administrative Services Clerk I	3247	3410	3581	3760	3948	4145	4353
Transit Operator	4327	4543	4771	5009	5260	5523	5799

Incentives and other additional pay

Bilingual Pay (Flat Rate)

Accountant 1	321
Business Services Supervisor	321
Senior Accounting Technician	321
Accounting Technician	301
Administrative Secretary	303
Administrative Services Clerk II	291
Administrative Services Clerk I	264
Transit Operator	318

Class B Drivers License (Flat Rate)

Accountant 1	321
Business Services Supervisor	321
Senior Accounting Technician	321
Accounting Technician	301
Administrative Secretary	175
Administrative Services Clerk II	291
Administrative Services Clerk I	264
Transit Operator	318

Notary Stipend (Flat Rate)

Accountant 1	96
Business Services Supervisor	96
Senior Accounting Technician	96
Accounting Technician	96
Administrative Secretary	96
Administrative Services Clerk II	96
Administrative Services Clerk I	96
Transit Operator	96

Associates Arts Degree 1%

Accountant 1	51	53	56	59	62	65	68
Business Services Supervisor	50	52	55	57	60	63	67
Senior Accounting Technician	44	46	48	51	53	56	59
Accounting Technician	40	42	44	46	48	51	53
Administrative Secretary	40	42	44	46	48	51	53
Administrative Services Clerk II	38	40	42	44	46	48	51
Administrative Services Clerk I	32	34	36	38	39	41	44
Transit Operator	43	45	48	50	53	55	58

Bachelor's Degree 2.5%

Accountant 1	127	133	140	147	154	162	170
Business Services Supervisor	124	130	137	144	151	158	166
Senior Accounting Technician	110	115	121	127	133	140	147
Accounting Technician	100	105	110	115	121	127	134
Administrative Secretary	100	105	110	115	121	127	134
Administrative Services Clerk II	95	100	105	110	115	121	127
Administrative Services Clerk I	81	85	90	94	99	104	109
Transit Operator	108	114	119	125	132	138	145

Master's Degree 5%

Accountant 1	253	266	279	293	308	323	339
Business Services Supervisor	248	261	274	287	302	317	333
Senior Accounting Technician	219	230	242	254	267	280	294
Accounting Technician	199	209	220	231	242	254	267
Administrative Secretary	199	209	220	231	242	254	267
Administrative Services Clerk II	190	199	209	220	231	242	254
Administrative Services Clerk I	162	170	179	188	197	207	218
Transit Operator	216	227	239	250	263	276	290

Longevity**1% at 10 years of service**

Accountant 1	51	53	56	59	62	65	68
Business Services Supervisor	50	52	55	57	60	63	67
Senior Accounting Technician	44	46	48	51	53	56	59
Accounting Technician	40	42	44	46	48	51	53
Administrative Secretary	40	42	44	46	48	51	53
Administrative Services Clerk II	38	40	42	44	46	48	51
Administrative Services Clerk I	32	34	36	38	39	41	44
Transit Operator	43	45	48	50	53	55	58

2% at 15 years of service

Accountant 1	101	106	112	117	123	129	136
Business Services Supervisor	99	104	109	115	121	127	133
Senior Accounting Technician	88	92	97	102	107	112	118
Accounting Technician	80	84	88	92	97	102	107
Administrative Secretary	80	84	88	92	97	102	107
Administrative Services Clerk II	76	80	84	88	92	97	102
Administrative Services Clerk I	65	68	72	75	79	83	87
Transit Operator	87	91	95	100	105	110	116

3% at 20 years of service

Accountant 1	152	160	168	176	185	194	204
Business Services Supervisor	149	156	164	172	181	190	200
Senior Accounting Technician	132	138	145	152	160	168	176
Accounting Technician	120	126	132	138	145	153	160
Administrative Secretary	120	126	132	138	145	153	160
Administrative Services Clerk II	114	120	126	132	138	145	153
Administrative Services Clerk I	97	102	107	113	118	124	131
Transit Operator	130	136	143	150	158	166	174

City of Gridley Schedule of Wage Rates - Admin Series

Bargaining Group: IBEW

Effective Date 7-1-2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant 1	5218	5478	5752	6040	6342	6659	6992
Business Service Supervisor	5114	5369	5638	5920	6216	6526	6853
Senior Accounting Technician	4516	4742	4980	5229	5491	5766	6054
Accounting Technician	4108	4313	4529	4755	4993	5242	5504
Administrative Secretary	4105	4310	4526	4753	4990	5240	5502
Administrative Services Clerk II	3911	4106	4311	4527	4753	4990	5240
Administrative Services Clerk I	3345	3512	3688	3873	4066	4270	4483
Transit Operator	4457	4680	4914	5159	5418	5689	5973

Incentives and other additional pay

Bilingual Pay (Flat Rate)

Accountant 1	321
Business Services Supervisor	321
Senior Accounting Technician	321
Accounting Technician	301
Administrative Secretary	303
Administrative Services Clerk II	291
Administrative Services Clerk I	264
Transit Operator	318

Class B Drivers License (Flat Rate)

Accountant 1	321
Business Services Supervisor	321
Senior Accounting Technician	321
Accounting Technician	301
Administrative Secretary	175
Administrative Services Clerk II	291
Administrative Services Clerk I	264
Transit Operator	318

Notary Stipend (Flat Rate)

Accountant 1	96
Business Services Supervisor	96
Senior Accounting Technician	96
Accounting Technician	96
Administrative Secretary	96
Administrative Services Clerk II	96
Administrative Services Clerk I	96
Transit Operator	96

Associates Arts Degree 1%

Accountant 1	52	55	58	60	63	67	70
Business Services Supervisor	51	54	56	59	62	65	69
Senior Accounting Technician	45	47	50	52	55	58	61
Accounting Technician	41	43	45	48	50	52	55
Administrative Secretary	41	43	45	48	50	52	55
Administrative Services Clerk II	39	41	43	45	48	50	52
Administrative Services Clerk I	33	35	37	39	41	43	45
Transit Operator	45	47	49	52	54	57	60

Bachelor's Degree 2.5%

Accountant 1	130	137	144	151	159	166	175
Business Services Supervisor	128	134	141	148	155	163	171
Senior Accounting Technician	113	119	124	131	137	144	151
Accounting Technician	103	108	113	119	125	131	138
Administrative Secretary	103	108	113	119	125	131	138
Administrative Services Clerk II	98	103	108	113	119	125	131
Administrative Services Clerk I	84	88	92	97	102	107	112
Transit Operator	111	117	123	129	135	142	149

Master's Degree 5%

Accountant 1	261	274	288	302	317	333	350
Business Services Supervisor	256	268	282	296	311	326	343
Senior Accounting Technician	226	237	249	261	275	288	303
Accounting Technician	205	216	226	238	250	262	275
Administrative Secretary	205	216	226	238	250	262	275
Administrative Services Clerk II	196	205	216	226	238	250	262
Administrative Services Clerk I	167	176	184	194	203	213	224
Transit Operator	223	234	246	258	271	284	299

Longevity**1% at 10 years of service**

Accountant 1	52	55	58	60	63	67	70
Business Services Supervisor	51	54	56	59	62	65	69
Senior Accounting Technician	45	47	50	52	55	58	61
Accounting Technician	41	43	45	48	50	52	55
Administrative Secretary	41	43	45	48	50	52	55
Administrative Services Clerk II	39	41	43	45	48	50	52
Administrative Services Clerk I	33	35	37	39	41	43	45
Transit Operator	45	47	49	52	54	57	60

2% at 15 years of service

Accountant 1	104	110	115	121	127	133	140
Business Services Supervisor	102	107	113	118	124	131	137
Senior Accounting Technician	90	95	100	105	110	115	121
Accounting Technician	82	86	91	95	100	105	110
Administrative Secretary	82	86	91	95	100	105	110
Administrative Services Clerk II	78	82	86	91	95	100	105
Administrative Services Clerk I	67	70	74	77	81	85	90
Transit Operator	89	94	98	103	108	114	119

3% at 20 years of service

Accountant 1	157	164	173	181	190	200	210
Business Services Supervisor	153	161	169	178	186	196	206
Senior Accounting Technician	135	142	149	157	165	173	182
Accounting Technician	123	129	136	143	150	157	165
Administrative Secretary	123	129	136	143	150	157	165
Administrative Services Clerk II	117	123	129	136	143	150	157
Administrative Services Clerk I	100	105	111	116	122	128	134
Transit Operator	134	140	147	155	163	171	179

City of Gridley Schedule of Wage Rates - Public Works Series

Bargaining Group: IBEW

Effective Date 7-1-2022

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Supervisor	5,096	5,351	5,618	5,899	6,194	6,504	6,829
Senior Maintenance Worker	4,201	4,411	4,631	4,863	5,106	5,362	5,630
Maintenance Worker II	3,653	3,836	4,027	4,229	4,440	4,662	4,895
Maintenance Worker I	3,289	3,454	3,626	3,807	3,998	4,198	4,408

Incentives and other additional pay

Bilingual Pay (Flat Rate)

5% with qualifications + \$50

Maintenance Supervisor	365
Senior Maintenance Worker	318
Maintenance Worker II	290
Maintenance Worker I	271

Class B Drivers License (Flat Rate)

5% with qualifications + \$ 50

Maintenance Supervisor	365
Senior Maintenance Worker	318
Maintenance Worker II	290
Maintenance Worker I	271

Sewer and Water Certificates

Flat Rated for D2 Distribution Certificate with \$50

Maintenance Supervisor	361
Senior Maintenance Worker	316
Maintenance Worker II	288
Maintenance Worker I	270

Flat Rated for Level II Water Treatment Certificate with \$100

Maintenance Supervisor	672
Senior Maintenance Worker	581
Maintenance Worker II	526
Maintenance Worker I	490

Flat Rated for Level II Wastewater Treatment Certificate plus \$100

Maintenance Supervisor	672
Senior Maintenance Worker	581
Maintenance Worker II	526
Maintenance Worker I	490

Flat Rated for Water Backflow Prevention Certification plus \$50

Maintenance Supervisor	232
Senior Maintenance Worker	210
Maintenance Worker II	196
Maintenance Worker I	187
Senior Maintenance Worker (WWTP Plant)	296

Education

Associates Arts Degree 1%

Maintenance Supervisor	51	54	56	59	62	65	68
Senior Maintenance Worker	42	44	46	49	51	54	56
Maintenance Worker II	37	38	40	42	44	47	49
Maintenance Worker I	33	35	36	38	40	42	44

Bachelor's Degree 2.5%

Maintenance Supervisor	127	134	140	147	155	163	171
Senior Maintenance Worker	105	110	116	122	128	134	141
Maintenance Worker II	91	96	101	106	111	117	122
Maintenance Worker I	82	86	91	95	100	105	110

Master's Degree 5%

Maintenance Supervisor	255	268	281	295	310	325	341
Senior Maintenance Worker	210	221	232	243	255	268	281
Maintenance Worker II	183	192	201	211	222	233	245
Maintenance Worker I	164	173	181	190	200	210	220

Longevity**1% at 10 years of service**

Maintenance Supervisor	51	54	56	59	62	65	68
Senior Maintenance Worker	42	44	46	49	51	54	56
Maintenance Worker II	37	38	40	42	44	47	49
Maintenance Worker I	33	35	36	38	40	42	44

2% at 15 years of service

Maintenance Supervisor	102	107	112	118	124	130	137
Senior Maintenance Worker	84	88	93	97	102	107	113
Maintenance Worker II	73	77	81	85	89	93	98
Maintenance Worker I	66	69	73	76	80	84	88

3% at 20 years of service

Maintenance Supervisor	153	161	169	177	186	195	205
Senior Maintenance Worker	126	132	139	146	153	161	169
Maintenance Worker II	110	115	121	127	133	140	147
Maintenance Worker I	99	104	109	114	120	126	132

City of Gridley Schedule of Wage Rates - Public Works Series
 Bargaining Group: IBEW
 Effective Date 7-1-2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Supervisor	5,249	5,511	5,787	6,076	6,380	6,699	7,034
Senior Maintenance Worker	4,327	4,543	4,770	5,009	5,260	5,523	5,799
Maintenance Worker II	3,763	3,951	4,148	4,355	4,573	4,802	5,042
Maintenance Worker I	3,388	3,557	3,735	3,922	4,118	4,324	4,540

Incentives and other additional pay

Bilingual Pay (Flat Rate)

5% with qualifications + \$50

Maintenance Supervisor	365
Senior Maintenance Worker	318
Maintenance Worker II	290
Maintenance Worker I	271

Class B Drivers License (Flat Rate)

5% with qualifications + \$ 50

Maintenance Supervisor	365
Senior Maintenance Worker	318
Maintenance Worker II	290
Maintenance Worker I	271

Sewer and Water Certificates

Flat Rated for D2 Distribution Certificate with \$50

Maintenance Supervisor	361
Senior Maintenance Worker	316
Maintenance Worker II	288
Maintenance Worker I	270

Flat Rated for Level II Water Treatment Certificate with \$100

Maintenance Supervisor	672
Senior Maintenance Worker	581
Maintenance Worker II	526
Maintenance Worker I	490

Flat Rated for Level II Wastewater Treatment Certificate plus \$100

Maintenance Supervisor	672
Senior Maintenance Worker	581
Maintenance Worker II	526
Maintenance Worker I	490

Flat Rated for Water Backflow Prevention Certification plus \$50

Maintenance Supervisor	232
Senior Maintenance Worker	210
Maintenance Worker II	196
Maintenance Worker I	187
Senior Maintenance Worker (WWTP Plant)	296

Education

Associates Arts Degree 1%

Maintenance Supervisor	52	55	58	61	64	67	70
Senior Maintenance Worker	43	45	48	50	53	55	58
Maintenance Worker II	38	40	41	44	46	48	50
Maintenance Worker I	34	36	37	39	41	43	45

Bachelor's Degree 2.5%

Maintenance Supervisor	131	138	145	152	160	167	176
Senior Maintenance Worker	108	114	119	125	131	138	145
Maintenance Worker II	94	99	104	109	114	120	126
Maintenance Worker I	85	89	93	98	103	108	113

Master's Degree 5%

Maintenance Supervisor	262	276	289	304	319	335	352
Senior Maintenance Worker	216	227	239	250	263	276	290
Maintenance Worker II	188	198	207	218	229	240	252
Maintenance Worker I	169	178	187	196	206	216	227

Longevity**1% at 10 years of service**

Maintenance Supervisor	52	55	58	61	64	67	70
Senior Maintenance Worker	43	45	48	50	53	55	58
Maintenance Worker II	38	40	41	44	46	48	50
Maintenance Worker I	34	36	37	39	41	43	45

2% at 15 years of service

Maintenance Supervisor	105	110	116	122	128	134	141
Senior Maintenance Worker	87	91	95	100	105	110	116
Maintenance Worker II	75	79	83	87	91	96	101
Maintenance Worker I	68	71	75	78	82	86	91

3% at 20 years of service

Maintenance Supervisor	157	165	174	182	191	201	211
Senior Maintenance Worker	130	136	143	150	158	166	174
Maintenance Worker II	113	119	124	131	137	144	151
Maintenance Worker I	102	107	112	118	124	130	136

City of Gridley Schedule of Wage Rates - Public Works Series
 Bargaining Group: IBEW
 Effective Date 7-1-2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Supervisor	5,407	5,677	5,960	6,258	6,571	6,900	7,245
Senior Maintenance Worker	4,457	4,679	4,913	5,159	5,417	5,688	5,973
Maintenance Worker II	3,876	4,069	4,272	4,486	4,710	4,946	5,193
Maintenance Worker I	3,489	3,664	3,847	4,039	4,241	4,453	4,676

Incentives and other additional pay

Bilingual Pay (Flat Rate)

5% with qualifications + \$50

Maintenance Supervisor	365
Senior Maintenance Worker	318
Maintenance Worker II	290
Maintenance Worker I	271

Class B Drivers License (Flat Rate)

5% with qualifications + \$ 50

Maintenance Supervisor	365
Senior Maintenance Worker	318
Maintenance Worker II	290
Maintenance Worker I	271

Sewer and Water Certificates

Flat Rated for D2 Distribution Certificate with \$50

Maintenance Supervisor	361
Senior Maintenance Worker	316
Maintenance Worker II	288
Maintenance Worker I	270

Flat Rated for Level II Water Treatment Certificate with \$100

Maintenance Supervisor	672
Senior Maintenance Worker	581
Maintenance Worker II	526
Maintenance Worker I	490

Flat Rated for Level II Wastewater Treatment Certificate plus \$100

Maintenance Supervisor	672
Senior Maintenance Worker	581
Maintenance Worker II	526
Maintenance Worker I	490

Flat Rated for Water Backflow Prevention Certification plus \$50

Maintenance Supervisor	232
Senior Maintenance Worker	210
Maintenance Worker II	196
Maintenance Worker I	187
Senior Maintenance Worker (WWTP Plant)	296

Education

Associates Arts Degree 1%

Maintenance Supervisor	54	57	60	63	66	69	72
Senior Maintenance Worker	45	47	49	52	54	57	60
Maintenance Worker II	39	41	43	45	47	49	52
Maintenance Worker I	35	37	38	40	42	45	47

Bachelor's Degree 2.5%

Maintenance Supervisor	135	142	149	156	164	173	181
Senior Maintenance Worker	111	117	123	129	135	142	149
Maintenance Worker II	97	102	107	112	118	124	130
Maintenance Worker I	87	92	96	101	106	111	117

Master's Degree 5%

Maintenance Supervisor	270	284	298	313	329	345	362
Senior Maintenance Worker	223	234	246	258	271	284	299
Maintenance Worker II	194	203	214	224	236	247	260
Maintenance Worker I	174	183	192	202	212	223	234

Longevity**1% at 10 years of service**

Maintenance Supervisor	54	57	60	63	66	69	72
Senior Maintenance Worker	45	47	49	52	54	57	60
Maintenance Worker II	39	41	43	45	47	49	52
Maintenance Worker I	35	37	38	40	42	45	47

2% at 15 years of service

Maintenance Supervisor	108	114	119	125	131	138	145
Senior Maintenance Worker	89	94	98	103	108	114	119
Maintenance Worker II	78	81	85	90	94	99	104
Maintenance Worker I	70	73	77	81	85	89	94

3% at 20 years of service

Maintenance Supervisor	162	170	179	188	197	207	217
Senior Maintenance Worker	134	140	147	155	163	171	179
Maintenance Worker II	116	122	128	135	141	148	156
Maintenance Worker I	105	110	115	121	127	134	140

City of Gridley Schedule of Wage Rates - Electric Dept

(Electric Line Series includes: Elect Sup., Senior Elect Line Worker, Line Worker, and Apprentice)

Bargaining Group: IBEW

Effective Date 7-1-2022

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Top Step
Electrical Supervisor	-	-	-	-	-	-	-	11,128
Electrical Crew Foreperson	-	-	-	-	-	-	-	10,597
Electric Line Worker	-	-	-	-	-	-	-	10,092
Apprentice Line Worker	6,056	6,560	7,065	7,569	8,073	8,579	9,083	-
Utility Technician	-	-	-	-	5,407	-	-	-
Electrical Ground support Worker	4,428	4,738	5,070	5,425	5,805	6,211	6,646	-

Incentives and other additional pay

Class B Drivers License (Flat Rate)

Included in the base pay for Electric Supervisor, Senior Electric Line Worker, Electric Line Worker & Apprentice Line Worker +\$ 50

Utility Technician	-	-	-	-	380	-	-	-
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Bilingual Pay (Flat Rate)

Electric Supervisor	-	-	-	-	-	-	-	516
Electrical Crew Foreperson	-	-	-	-	-	-	-	497
Electric Line Worker	-	-	-	-	-	-	-	478
Apprentice Line Worker	327	345	364	383	402	421	440	-
Utility Technician	289	298	308	319	330	-	-	-

Rubber Glove Certificate (Electric Line Series only)

Electric Supervisor	-	-	-	-	-	-	-	890
Electrical Crew Foreperson	-	-	-	-	-	-	-	848
Electric Line Worker	-	-	-	-	-	-	-	807
Apprentice Line Worker	484	525	565	606	646	686	727	-

Associates Arts Degree 1%

Electrical Supervisor	-	-	-	-	-	-	-	111
Electrical Crew Foreperson	-	-	-	-	-	-	-	106
Electric Line Worker	-	-	-	-	-	-	-	101
Apprentice Line Worker	61	66	71	76	81	86	91	-
Utility Technician	-	-	-	-	54	-	-	-
Electrical Ground support Worker	44	47	51	54	58	62	66	-

Bachelor's Degree 2.5%

Electrical Supervisor	-	-	-	-	-	-	-	278
Electrical Crew Foreperson	-	-	-	-	-	-	-	265
Electric Line Worker	-	-	-	-	-	-	-	252
Apprentice Line Worker	151	164	177	189	202	214	227	-
Utility Technician	-	-	-	-	135	-	-	-
Electrical Ground support Worker	111	118	127	136	145	155	166	-

Master's Degree 5%

Electrical Supervisor	-	-	-	-	-	-	-	556
Electrical Crew Foreperson	-	-	-	-	-	-	-	530
Electric Line Worker	-	-	-	-	-	-	-	505
Apprentice Line Worker	303	328	353	378	404	429	454	-
Utility Technician	-	-	-	-	270	-	-	-
Electrical Ground support Worker	221	237	254	271	290	311	332	-

Longevity**1% at 10 years of service**

Electrical Supervisor	-	-	-	-	-	-	-	111
Electrical Crew Foreperson	-	-	-	-	-	-	-	106
Electric Line Worker	-	-	-	-	-	-	-	101
Apprentice Line Worker	61	66	71	76	81	86	91	-
Utility Technician	-	-	-	-	54	-	-	-

2% at 15 years of service

Electrical Supervisor	-	-	-	-	-	-	-	223
Electrical Crew Foreperson	-	-	-	-	-	-	-	212
Electric Line Worker	-	-	-	-	-	-	-	202
Apprentice Line Worker	121	131	141	151	161	172	182	-
Utility Technician	-	-	-	-	108	-	-	-

3% at 20 years of service

Electrical Supervisor	-	-	-	-	-	-	-	334
Electrical Crew Foreperson	-	-	-	-	-	-	-	318
Electric Line Worker	-	-	-	-	-	-	-	303
Apprentice Line Worker	182	197	212	227	242	257	272	-
Utility Technician	-	-	-	-	162	-	-	-

City of Gridley Schedule of Wage Rates - Electric Dept

(Electric Line Series includes: Elect Sup., Senior Elect Line Worker, Line Worker, and Apprentice)

Bargaining Group: IBEW

Effective Date 7-1-2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Top Step
Electrical Supervisor	-	-	-	-	-	-	-	11,462
Electrical Crew Foreperson	-	-	-	-	-	-	-	10,915
Electric Line Worker	-	-	-	-	-	-	-	10,395
Apprentice Line Worker	6,237	6,756	7,277	7,796	8,315	8,836	9,355	-
Utility Technician					5,570			-
Electrical Ground support Worker	4,561	4,881	5,222	5,588	5,979	6,397	6,845	-

Incentives and other additional pay

Class B Drivers License (Flat Rate)

Included in the base pay for Electric Supervisor, Senior Electric Line Worker, Electric Line Worker & Apprentice Line Worker +\$ 50

Utility Technician	-	-	-	-	380	-	-	-
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Bilingual Pay (Flat Rate)

Electric Supervisor	-	-	-	-	-	-	-	516
Electrical Crew Foreperson	-	-	-	-	-	-	-	497
Electric Line Worker	-	-	-	-	-	-	-	478
Apprentice Line Worker	327	345	364	383	402	421	440	-
Utility Technician	289	298	308	319	330	-	-	-

Rubber Glove Certificate (Electric Line Series only)

Electric Supervisor	-	-	-	-	-	-	-	917
Electrical Crew Foreperson	-	-	-	-	-	-	-	873
Electric Line Worker	-	-	-	-	-	-	-	832
Apprentice Line Worker	499	541	582	624	665	707	748	-

Associates Arts Degree 1%

Electrical Supervisor	-	-	-	-	-	-	-	115
Electrical Crew Foreperson	-	-	-	-	-	-	-	109
Electric Line Worker	-	-	-	-	-	-	-	104
Apprentice Line Worker	62	68	73	78	83	88	94	-
Utility Technician	-	-	-	-	56	-	-	-
Electrical Ground support Worker	46	49	52	56	60	64	68	-

Bachelor's Degree 2.5%

Electrical Supervisor	-	-	-	-	-	-	-	287
Electrical Crew Foreperson	-	-	-	-	-	-	-	273
Electric Line Worker	-	-	-	-	-	-	-	260
Apprentice Line Worker	156	169	182	195	208	221	234	-
Utility Technician	-	-	-	-	139	-	-	-
Electrical Ground support Worker	114	122	131	140	149	160	171	-

Master's Degree 5%

Electrical Supervisor	-	-	-	-	-	-	-	573
Electrical Crew Foreperson	-	-	-	-	-	-	-	546
Electric Line Worker	-	-	-	-	-	-	-	520
Apprentice Line Worker	312	338	364	390	416	442	468	-
Utility Technician	-	-	-	-	278	-	-	-
Electrical Ground support Worker	228	244	261	279	299	320	342	-

Longevity**1% at 10 years of service**

Electrical Supervisor	-	-	-	-	-	-	-	115
Electrical Crew Foreperson	-	-	-	-	-	-	-	109
Electric Line Worker	-	-	-	-	-	-	-	104
Apprentice Line Worker	62	68	73	78	83	88	94	-
Utility Technician	-	-	-	-	56	-	-	-

2% at 15 years of service

Electrical Supervisor	-	-	-	-	-	-	-	229
Electrical Crew Foreperson	-	-	-	-	-	-	-	218
Electric Line Worker	-	-	-	-	-	-	-	208
Apprentice Line Worker	125	135	146	156	166	177	187	-
Utility Technician	-	-	-	-	111	-	-	-

3% at 20 years of service

Electrical Supervisor	-	-	-	-	-	-	-	344
Electrical Crew Foreperson	-	-	-	-	-	-	-	327
Electric Line Worker	-	-	-	-	-	-	-	312
Apprentice Line Worker	187	203	218	234	249	265	281	-
Utility Technician	-	-	-	-	167	-	-	-

City of Gridley Schedule of Wage Rates - Electric Dept

(Electric Line Series includes: Elect Sup., Senior Elect Line Worker, Line Worker, and Apprentice)

Bargaining Group: IBEW

Effective Date 7-1-2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Top Step
Electrical Supervisor	-	-	-	-	-	-	-	11,806
Electrical Crew Foreperson	-	-	-	-	-	-	-	11,243
Electric Line Worker	-	-	-	-	-	-	-	10,707
Apprentice Line Worker	6,424	6,959	7,495	8,030	8,565	9,101	9,636	-
Utility Technician	-	-	-	-	5,737	-	-	-
Electrical Ground support Worker	4,698	5,027	5,379	5,755	6,158	6,589	7,051	-

Incentives and other additional pay

Class B Drivers License (Flat Rate)

Included in the base pay for Electric Supervisor, Senior Electric Line Worker, Electric Line Worker & Apprentice Line Worker +\$ 50

Utility Technician	-	-	-	-	380	-	-	-
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Bilingual Pay (Flat Rate)

Electric Supervisor	-	-	-	-	-	-	-	516
Electrical Crew Foreperson	-	-	-	-	-	-	-	497
Electric Line Worker	-	-	-	-	-	-	-	478
Apprentice Line Worker	327	345	364	383	402	421	440	-
Utility Technician	289	298	308	319	330	-	-	-

Rubber Glove Certificate (Electric Line Series only)

Electric Supervisor	-	-	-	-	-	-	-	944
Electrical Crew Foreperson	-	-	-	-	-	-	-	899
Electric Line Worker	-	-	-	-	-	-	-	857
Apprentice Line Worker	514	557	600	642	685	728	771	-

Associates Arts Degree 1%

Electrical Supervisor	-	-	-	-	-	-	-	118
Electrical Crew Foreperson	-	-	-	-	-	-	-	112
Electric Line Worker	-	-	-	-	-	-	-	107
Apprentice Line Worker	64	70	75	80	86	91	96	-
Utility Technician	-	-	-	-	57	-	-	-
Electrical Ground support Worker	47	50	54	58	62	66	71	-

Bachelor's Degree 2.5%

Electrical Supervisor	-	-	-	-	-	-	-	295
Electrical Crew Foreperson	-	-	-	-	-	-	-	281
Electric Line Worker	-	-	-	-	-	-	-	268
Apprentice Line Worker	161	174	187	201	214	228	241	-
Utility Technician	-	-	-	-	143	-	-	-
Electrical Ground support Worker	117	126	134	144	154	165	176	-

Master's Degree 5%

Electrical Supervisor	-	-	-	-	-	-	-	590
Electrical Crew Foreperson	-	-	-	-	-	-	-	562
Electric Line Worker	-	-	-	-	-	-	-	535
Apprentice Line Worker	321	348	375	402	428	455	482	-
Utility Technician	-	-	-	-	287	-	-	-
Electrical Ground support Worker	235	251	269	288	308	329	353	-

Longevity**1% at 10 years of service**

Electrical Supervisor	-	-	-	-	-	-	-	118
Electrical Crew Foreperson	-	-	-	-	-	-	-	112
Electric Line Worker	-	-	-	-	-	-	-	107
Apprentice Line Worker	64	70	75	80	86	91	96	-
Utility Technician	-	-	-	-	57	-	-	-

2% at 15 years of service

Electrical Supervisor	-	-	-	-	-	-	-	236
Electrical Crew Foreperson	-	-	-	-	-	-	-	225
Electric Line Worker	-	-	-	-	-	-	-	214
Apprentice Line Worker	128	139	150	161	171	182	193	-
Utility Technician	-	-	-	-	115	-	-	-

3% at 20 years of service

Electrical Supervisor	-	-	-	-	-	-	-	354
Electrical Crew Foreperson	-	-	-	-	-	-	-	337
Electric Line Worker	-	-	-	-	-	-	-	321
Apprentice Line Worker	193	209	225	241	257	273	289	-
Utility Technician	-	-	-	-	172	-	-	-

City Council Agenda Item #6
Staff Report

Date: June 20, 2022

To: Mayor and City Council

From: Cliff Wagner, City Administrator

Subject: Approval of Resolution No. 2022-R-023: A Resolution of the City Council of the City of Gridley Adjusting Compensation for Management, Mid-Management, Confidential and Unrepresented Employees

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests that the City Council adopt Resolution No. 2022-R-023 regarding employment conditions for Management, Mid-Management, Confidential and Unrepresented employees (MMCU).

Background

The City's current resolution with the MMCU is scheduled to expire on June 30, 2022. The City has completed salary and benefit discussions with the GPOA and the IBEW in late May.

The proposed attachment contains modest adjustments that correspond to those negotiated with GPOA and the IBEW as follows: 4% effective July 1, 2022, 3% effective July 1, 2023 and 3% effective July 1, 2024. These adjustments will keep these supervisors at a set difference from their subordinate employees. The City added Veterans Day to the list of observed holidays. The remaining substantive provisions of the current resolution remain unchanged.

Fiscal Impact

The wages changes and financial impacts for the IBEW, POA, and MMCU are described below. Funds are available for all three groups.

WAGES	Current	4% -3% - 3%
GPOA	\$ 2,200,955.74	\$ 2,362,266.19
IBEW	\$ 2,846,156.75	\$ 3,063,276.05
MMUR	\$ 1,580,329.63	\$ 1,701,983.79
Increase in Cost		4% -3% - 3%
GPOA		\$ 161,310.45
IBEW		\$ 217,119.30
MMUR		\$ 121,654.16
Diff in costs		\$ 500,083.92

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

Attachment

Resolution No. 2022-R-023 with Attachments

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY ADJUSTING COMPENSATION FOR
MANAGEMENT, MID-MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES**

WHEREAS, the City Council of the City of Gridley, through its negotiator, has been engaging in labor negotiations with various bargaining units of the City's workforce; and,

WHEREAS, the City Council wishes to make adjustments to compensation and benefits for Management, Mid-Management, Confidential and Unrepresented employees; and

WHEREAS, the employees comprising the Management, Mid-Management, Confidential and Unrepresented staff have been consulted regarding changes in compensation and benefits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gridley as follows:

1. Management personnel shall include full time personnel in the positions of City Administrator, Finance Director, Public Works Director, Electric Utility Director, Police Chief, and Electric/Public Works Director.
2. Mid-Management personnel shall include the Police Lieutenant, Assistant Finance Director, Human Resources Manager, and the Recreation Coordinator. Confidential Personnel does not include any employees.
3. Unrepresented personnel (part time hourly and temporary) shall include the positions of Recreation Aid, and IT Manager. Unrepresented personnel shall receive hourly compensation as described in Exhibit A and benefits provided by law. These positions do not receive benefits provided to full time employees as described in Exhibit B.
4. Management, Mid-Management, Confidential and Unrepresented job descriptions represented by this resolution are attached hereto and made a part hereof in Exhibit C.

I HEREBY CERTIFY that the foregoing resolution was introduced, passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 20th day of June, 2022 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Administrator

Bruce Johnson, Mayor



COMPENSATION AND BENEFITS

Management, Mid-Management, Confidential and
Unrepresented Employees

July 1, 2022 – June 30, 2025

*June 20, 2022
Resolution No. 2022-R-023*

Exhibit A
Management, Mid-Management, Confidential and Unrepresented
Salary Schedule

Exhibit B

Management, Mid-Management and Confidential Benefits

1. Cafeteria Plan

The City has established a cafeteria plan administered by a third party.

2. Salary Adjustments

Effective July 1, 2022 Management and Mid-Management employees will receive a 4% increase.

Effective July 1, 2023 Management and Mid-Management employees will receive a 3% increase.

Effective July 1, 2024 Management and Mid-Management employees will receive a 3% increase.

3. Tuition Reimbursement

Management, Mid-Management and Confidential Personnel shall be eligible for educational cost reimbursement for job related college level courses taken outside of regular work hours. Classes shall be subject to prior approval by the City Administrator. The cost shall not exceed the equivalent cost of registration or tuition for one individual taking one (1) class at Chico State University per semester (up to two semesters per year). The individual shall be responsible for additional costs for books, etc.

Reimbursement is to be made following satisfactory completion of class with a grade of 2.5 or above, on a 4-point scale.

4. Sick Leave Incentive Program

Management, Mid-management, and Confidential Employees will receive a sick leave incentive payment of \$200 per year for said employees who have not used more than three (3) days of sick leave during the previous 12 months (December 1 – November 30) of continuous employment with the City. The incentive is payable during the month of December each year. Unrepresented employees are not eligible for the sick leave incentive program.

5. Management Certifications

The following incentive program is adopted to promote retention of management personnel. (Not available to employees hired after August 16, 2010)

<u>Position</u>	<u>Certificate</u>	<u>\$ Amount</u>
City Administrator	Not applicable	
Electric Utility Director	Rubber Glove	See employment agreement
Finance Director	Not applicable	
Police Chief	Not applicable	
Public Works Director	Not applicable	See employment agreement
Recreation Coordinator	Not applicable	

6. Bilingual Pay

Management, Mid-Management and the Confidential Employees who can demonstrate conversational fluency in Spanish, Punjabi or Hmong languages will be entitled to an additional flat rate incentive of \$110 per month.

7. Retirement Health Care Coverage

This benefit is no longer available.

8. Benefits Available Upon Retirement or Separation

Following is a listing of benefits and their availability upon retirement or separation. This listing is not exhaustive and is only provided as a guide relating to sick and vacation accruals (if any) and remaining balances in the cafeteria plan (if any). Where known, other benefits that extend beyond the retirement date of the employee are also included (dental and health insurance).

Vacation: Balances available at the time of retirement or separation are fully accrued to the retiring employee. The employee, at their option, may apply the value equivalent of the vacation accrual to the following:

- "Cash out" the value of the vacation accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.

Sick Leave: Balances are available to the employee upon the retirement into the CalPERS retirement system within 120 days of retirement from the City or separating for any reason. The following options are available to the employee:

1. "Cash out" the value of the sick leave accrual, less any applicable taxes and deductions for employees retiring or separating for any reason. This would apply to anywhere between 0% and 100% of available balances.
2. If retiring within 120 days, request the City, through a CalPERS form, to convert the sick leave accrue to service credits at the per hour equivalent described by CalPERS. This would apply to anywhere between 0% and 100% of the available balances.
3. If retiring within 120 days, the employee may utilize 1 and 2 above in any combination but only up to the total available accrual at the time of retirement for the employee.

Dental insurance: The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate described in COBRA for a period of up to 18 months (the available time period is also described by COBRA).

9. Deferred Compensation

Employees are eligible to voluntarily participate in deferred compensations plans offered by the City. The City will not match deferred compensation contributions for personnel enrolled in a deferred compensation program unless specified in an individual employment agreement.

10. Life Insurance

Life Insurance for Management and Mid-Management personnel shall be \$100,000 and Confidential personnel shall be \$50,000.

11. Administrative Leave

Management personnel who are not eligible for overtime pay or the accrual of compensatory time off shall be entitled to administrative leave. The City Administrator, Finance Director, Public Works Director, Police Chief and Electric Director, shall be entitled to one hundred twenty (120) hours of paid administrative leave each fiscal year. The Police Lieutenant, Assistant Finance Director, and Recreation Coordinator shall be entitled to 80 hours of paid administrative leave each fiscal year. All unused administrative leave shall be paid in cash to the affected management and mid-management employees

at his/her hourly rate of pay. The payment for such cash out will be paid by June 30th of the fiscal year. There shall be no accrual of administrative leave from one fiscal year to another.

12. Longevity Pay

The following percentage will be added to the employee's base salary upon completion of the following years of consecutive service:

<u>Years of Service</u>	<u>Total Longevity Pay</u>
10 years of service	1% of salary
15 years of service	2% of salary
20 years of service	3% of salary
25 years of service	4% of salary

13. Health and Medical Benefits

City Medical Plans

The City shall provide the following medical plans:

Anthem Blue Cross HMO – High Option (HMO 1 as outlined in 8-11-14 Company provided summary)

Anthem Blue Cross PPO – High Option (PPO 1 as outlined in 8-11-14 Company provided summary)

Employee Contributions

Employees shall contribute the following dollar amounts plus 20% of any premium increase for their selected Blue Cross Plan:

Employee:	\$64.57
Employee + One:	\$104.14
Employee + Family:	\$137.88

However, in no event shall employee contributions exceed the following monthly contribution:

Employee:	\$100.00
Employee + One:	\$150.00
Employee + Family:	\$200.00

In Lieu Health Plan Contributions

Any employee who submits a written request to waive health insurance coverage and the City contribution to the cafeteria plan may do so provided they have proof of other health insurance coverage. Such employee shall receive fifty-percent (50%) of the 2014 monthly premium value of the plan tier for which the employee waives coverage, i.e. Employee Only (\$728), Employee +1 (\$1460), Family (\$1,897), and this payment shall be allocated to employee's payroll or to one of the City's tax deferred IRS plans provided herein. An employee may opt out of health coverage only during the regular open enrollment period.

IRS 125 Plan/Flexible Saving Accounts

To the extent provided by the applicable IRS regulations, an employee shall have the option to designate salary to the IRS Section 125 Plan during open enrollment for such plan. The City currently uses American Fidelity Company.

Vision Plan

City agrees to participate in the VSP vision plan for employees.

Employee PERS Obligation

For employees hired after July 1, 2010 the City shall not make any contribution to the employees PERS obligation as established by the PERS agreement.

14. Public Employees Retirement System (PERS)

The use of terms "Classic Member" and "New Member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

"Classic Member" is defined as any of the following:

- A new hire that was brought into CalPERS membership for the first time before January 1, 2013.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another qualifying public retirement system prior to January 1, 2013, and is eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

"New Member" is defined in Government Code section 7522.04(f) as any of the following:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in a qualifying public retirement system; or
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another qualifying public retirement system prior to January 1, 2013, and is not eligible for reciprocity; or
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member Retirement Formulas

The 2% at 55 (3% at 50 for safety) PERS formula shall be provided for Classic Member employees hired prior to January 1, 2012.

For employees hired prior to July 1, 2010, the City has implemented the retirement benefit known as "Final Year Compensation", as described in Section 20042 of the Government Code. Employees hired on or after July 1, 2012, shall not be eligible for "Final Year Compensation".

New Member Retirement Formula

- 2% at 62 retirement formula shall be provided for all New Member employees.
- 2.7% at 57 retirement formula shall be provided for all New Safety Member employees
- New member pension shall be calculated on the 36 highest paid consecutive months.

Employee Contribution

Employees classified as Classic Members:

- Effective July 1, 2014 the employee contribution shall be the PERS employee share (7% for Miscellaneous and 9% for Safety).
- Shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.

Employees classified as New (PEPRA) Members:

- Shall pay 50% of the PERS “normal costs” rounded to the nearest quarter of 1 percent (as defined in PEPRA). (PERS “normal cost” is the employer plus employee share)
- Shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.

All applicable contributions above shall be made through payroll deduction on a pre-tax basis.

Opt-out of PERS Retirement

At the May 20, 2019, Gridley City Council meeting the City Council authorized Management Employees, including the City Administrator, the opportunity to opt-out of PERS and in its place participate in the City’s existing ICMA-RC 457 Plan. As part of the opt-out, the City will provide a contribution of 8% of salary to the Gridley ICMA-RC 457 Plan. The City will also provide up to a 2% matching contribution to the ICMA-RC 457 Plan for Management employees who specifically select to opt-out of the PERS system.

15. Military Service Credit Option

The CITY agrees to make available for all employees the Military Service Credit Option. The Plan is described in Section 20930.3 of California Public Employee’s Retirement Law. The cost of implementing the Military Service Credit Option will be the sole responsibility of the employee.

16. Employer Paid Member Contribution

New employees hired after July 1, 2010 shall not be eligible for EPMC.

17. Cell Phone Allowance

City will provide \$75 per month for Management and Mid-Management employees for cell phone reimbursement.

18. Short Term Disability

The City has implemented a Short-Term Disability program at no cost to employees.

19. Uniform Allowance

The Police Chief and Police Lieutenant shall receive the uniform allowance as specified per employment contract.

20. Holiday Entitlement

The following are guaranteed holidays for which all regular and probationary employees will be entitled to time off with pay:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Designated Thursday in November
Day after Thanksgiving	

Last Working Day before Christmas	
Christmas Day	December 25
Last Working Day before New Year's Day	
Floating Holidays (2)	

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the Holiday. When any of the above Holidays falls on a Saturday, the employee shall receive the preceding normal workday off with pay. Other provisions for observing Holidays may be agreed to by mutual consent of the parties.

21. Vacation

Each regular employee in the classified service shall be entitled to:

<u>Years of Service</u>	<u>Rate in Hours</u>	<u>Max Accrual</u>
0 through 5 years	100 hours per year	160 hours
6 through 10 years	140 hours per year	240 hours
11 through 20 years	180 hours per year	320 hours
21+ years	220 hours per year	400 hours

Vacation Accumulation

Earned vacation is credited monthly at rates that are based upon length of continuous employment. An employee who has exceeded the maximum vacation accrual (for his or her length of employment) will be ineligible to earn additional vacation credit. Monthly vacation accrual would resume after the accumulated balance is reduced below the maximum accrual. Management and Mid-Management employees may request an exception to this vacation accumulation rule to the City Administrator or City Council due to extenuating circumstances such as; workload, personnel shortages, etc.

Unused Vacation

Employees whose employment with the CITY is terminated for any reason shall, at the time of termination, receive pay for any unused vacation period previously earned.

Vacation Buy Back

Employees may choose to "cash out" vacation accrual (not to exceed eighty (80) hours) provided the employee submits such request in writing to the Finance Director on or before June 1st each fiscal year, and such request is approved by the City Administrator. The payment for such cash out will be paid by June 30th of the fiscal year.

22. Sick Leave

The CITY shall not require an employee to take vacation in lieu of sick leave or leave of absence due to illness.

23. Employee Obligation to Communicate with Employer While on Leave

Employee shall have the obligation to reasonably communicate with the City when Employee is absent from work due to leave. Employee's obligation to communicate during vacation leave shall be at Employee's reasonable discretion and shall not be a requirement subject to these provisions. At all other times and for all other types of leave, Employee shall be under a duty to return phone calls and other electronic communications from the City from time to time related to Employee's leave status as well as to respond to the City's questions concerning matters relevant to Employee's job with the City.

To the extent physically able to do so, Employee shall be obligated to return phone call promptly and within 24 hours if Employee is unable to respond to the telephone when the call is initially placed. As to other electronic communications, employee shall promptly respond within 24 hours (again, assuming Employee is physically able to do so). Additionally, Employee shall, to the extent physically able to do so, make themselves personally available to discuss with the City Employee's job status and matters related thereto as well as to discuss matters relevant to and related to Employee's job with the City. Employee shall report to their regular place of employment, or such other location reasonably located within the City as the City may direct from time to time to meet with the City representatives. If Employee is required to physically present themselves, they shall be compensated for time spent during such meetings as if they were actually performing work for the City (even though the purpose of such meetings shall be for purposes of communication and not to perform work). Employee shall physically report for face-to-face communications with the City upon 72 hours or more notification of the City's request for a meeting. Except for vacation leave, the Employee shall provide the City with a current telephone number and mailing address at all times while on leave. Employee's failure to communicate with the City as described above shall be grounds for discipline up to and including termination.

Exhibit C

**Management, Mid-Management, Confidential and Unrepresented
Job Descriptions**

Assistant Finance Director
City Administrator/City Clerk
Electric Utility Department Director
Finance Director
Police Chief
Police Lieutenant
Public Works Director
Human Resources Manager
Recreation Coordinator
Recreation Aide

ASSISTANT FINANCE DIRECTOR

Job Description

DEFINITION

Under general direction, assists the Finance Director in managing, directing, and supervising the activities of the Finance Department. Provides input as to policy development and is expected to explain/interpret policy to other employees in the Finance Department and to employees in various City Departments. An employee in this class supervises and participates in business services including various technical accounting and fiscal record management functions utilizing both manual and computerized systems and oversight procedures relating to all sections of Finance Department. Leads the processing of accounts payable invoices and payments and prepare necessary reports. The Assistant Director participates in the maintenance of the general ledger and subsidiary ledgers providing billing and collections operational oversight with an emphasis on customer service. The Assistant Director also provides oversight of business license functions and is expected to function as a positive and cooperative Team Member.

DISTINGUISHING CHARACTERISTICS

Employees in this classification are fully competent and knowledgeable in all areas of utility billing, accounts payable, accounts receivable, payroll, and general ledger bookkeeping. Employees in this classification must possess basic knowledge of the technical accounting functions in order to act as a resource to others in the performance of responsible technical/clerical accounting assignments. This job class also requires excellent organizational skills, communication skills, and a high level of attention to detail.

SUPERVISION

Employees in this classification receive general supervision from the Finance Director within a framework of established policies and standard operating procedures. Employees in this classification provide technical and/or functional supervision over accounting and billing staff.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs and supervises accounting and utility billing staff in the Finance Department.
- Trains clerical staff, temporary workers and/or volunteers in the City's Finance Department on the operations, procedures and practices within the department as assigned.
- Recommends controls to ensure the reliability of the system and integrity of the data and ensures implemented processes continue to support the financial system reporting and functional capabilities.
- Plan, train, oversee, organize and direct electric, water, and wastewater utility billing, revenue protection, meter reading, field services, customer service, and business licensing activities.
- Assists the Finance Director with special projects and reporting assignments that are broad in scope, requiring considerable use of independent judgment and initiative in making difficult technical decisions.
- Participates in the selection, supervision, continuous improvement, evaluation and approved progressive discipline of personnel; assists in the design and implementation of motivational programs; facilitates staff training and professional development; coaches, recommends and implements goals and objectives.

- Plans, monitors, evaluates work, reviews workload, status of projects and availability of supervised personnel for assignments.
- Assist the Finance Director and work in close coordination with accounting staff during financial budgeting and audits.
- Schedules, assigns and oversees work processes to meet regular and delinquent billing schedules; analyzes and plans for potential problems.
- Reporting complex problems to the Finance Director and providing alternative solutions to by analyzing and initiating and/or coordinating changes or updates to policies and procedures.
- Resolves the most complex problems involving customer complaints, billing, statements, fees, payments and other service-related problems.
- Oversight of receivables from licenses, permits, recreation fees and other City revenue accounts.
- Acts as a liaison to field personnel to initiate or resolve issues relating to high or low bill investigations, meter reliability, disconnections and reconnections of water service.
- Reviews and approves cash receipt and utility billing adjustments to customer accounts prepared by employees that are supervised.
- Actively supervises incoming calls and takes the lead role in providing outstanding customer service through innovation, staffing, active participation and continuous improvement efforts.
- Trains others in and supervises cash handling to ensure compliance with City standards and procedures.
- Oversees and monitors the City's processing of accounts payable; preparing purchase orders; verifying invoices against receiving documents for accuracy; coding accounts payable for departmental responsibility.
- Oversees and monitors in auditing incoming invoices and supporting documentation to verify accuracy and adherence to legal mandates and operational guidelines; prepares and issues checks; processes manual check requests.
- Records and maintains appropriate controls over purchase orders and accounts payable system, auditing and financial analysis, grant accounting and special reports.
- Calculates business license fees and fines and administers and assigns the business license process while ensuring that all entities conducting business within the City have a required business license.
- Develops and maintains positive public relations with emphasis on customer service.
- Participates as a member of the Finance Department management team to assist in developing and enforcing department policies.
- Performs related duties as required.

EMPLOYMENT STANDARDS

In addition to the above knowledge and abilities, this classification also requires:

Knowledge of:

- Principles of organization, management, and effective supervision.
- Customer service, customer billing, and collection techniques.
- Modern methods of records management.
- Utility rate structures and schedules.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution, and excellent customer service.
- City's organization, policies, operations, and services.

- Standard and accepted accounts payable, accounts receivable, collections, and general financial systems and practices.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Develop logical, concise and clear reports and correspondence; use standard business English, spelling and punctuation.
- Learn and understand pertinent laws, codes, regulations and guidelines governing fiscal recordkeeping and reporting for municipalities.
- Interact with the public effectively and courteously, with excellent face-to face and telephone communications
- Explain policies and utility rates to customers.
- Learn and understand the City's organization, policies, operations and services.
- Audit, verify and transfer large quantities of numbers and related data accurately and at a speed sufficient for successful job performance.
- Operate designated software programs including word processing, spreadsheets and databases effectively.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Organize and prioritize a variety of tasks for self and others in an effective and timely manner.
- Identify problems/issues, collect relevant data, analyze options according to established criteria, and recommend appropriate course of action within prescribed alternatives.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license and possession of a safe driving record per the City's driving standards policy.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain these abilities and knowledge would be:

Training

- High school diploma or equivalent supplemented with coursework in accounting, fiscal records management or a closely related field. Associate degree in applicable field of Business preferred.

Experience

- At least five (5) years of full-time increasingly responsible relevant banking, accounting or office experience which included work experience in customer service, general administration or municipal utility billing, of which at least one (1) year must have been served in a supervisory capacity.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal

range; normal hearing and talking is required; verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

CITY ADMINISTRATOR/CITY CLERK

Job Description

DEFINITION

Subject to the provisions of the City Code and applicable policies and procedures, to serve as Chief Administrative Officer and the City Clerk of the City; to perform the statutory duties established for the position of City Clerk within the Municipal Code; to plan, direct, supervise, coordinate and manage all activities of the City Clerk's Office; to administer the provisions of various State laws; to be responsible for human resources, labor relations, purchasing and risk management functions of the City; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Mayor and City Council. May exercise administrative direction over department and division heads.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

City Administrator Duties

- Directs and participates in the development and implementation of goals, objectives, policies and procedures related to the overall administrative activities and operations of the City.
- Guides the organizational development of the City in response to City growth and changing requirements and expectations of citizens.
- Administers laws, rules and regulations governing City operations; interprets, analyzes and explains policies, procedures and programs to City staff and the public; confers with residents, taxpayers, businesses and other individuals, groups and outside agencies having an interest or potential interest in affairs of City concern.
- Within City policy, recommends appropriate service and staffing levels; allocates resources accordingly.
- Selects, supervises, motivates and evaluates the performance of division heads; implements disciplinary action and termination as appropriate.
- Directs and supervises the administration of City offices, departments and agencies; assigns special projects to department and division heads; confers with department and division heads concerning administrative and operational problems; develops appropriate decisions or recommendations.
- Provides for all City Clerk services and provides administrative oversight of, human resources, labor relations, purchasing and risk management functions of the City.
- Attends meetings of City Council and participates in Council discussions; informs City Council of financial conditions, program progress, and present and future needs of the City; ensures Council reports and agendas are developed and posted appropriately.
- Prepares, submits for approval, and administers the annual budget and capital improvement program.
- Develops and implements the City's economic development plan.
- Serves as Redevelopment Agency, Enterprise Zone and Recycling Marketing Zone; seeks and secures program funding.
- Oversees human resources system operations, ensuring compliance with all applicable policies, procedures, laws and regulations.

- Evaluates and administers labor organization contracts.
- Prepares or directs the preparation of annual financial and administrative activity reports and others as appropriate.
- Responds to the most difficult or sensitive complaints and requests for information. Represents the City at private and public sector meetings and events.
- Gives presentations to various agencies, civic and community groups to discuss issues of relevance to City operations.
- Coordinates City activities with other governmental agencies and outside organizations as appropriate.
- Keeps abreast of new trends, legislation and developments in municipal administration and operations.

City Clerk Duties

- Plan and direct the publication, filing, indexing, and safekeeping of all proceedings of the Council.
- Record and publish all ordinances.
- Attest and certify various City documents.
- Serve as custodian of the City Seal.
- Plan and direct municipal elections consolidated with County elections. Serve as a filing officer for required disclosure under the Political Reform Act. Serve as filing officer for claims and legal actions against the City.
- Plan and direct the maintenance and safekeeping of all historical and official municipal records and documents on a City-wide basis.
- Respond to a variety of inquiries and requests for information regarding past City Council actions and documents.
- Direct the preparation, organization, printing and distribution of the agenda for City Council meetings.
- Supervise and participate in the keeping of proceedings, ordinances, resolutions, and minute orders.
- Develop and implement systems, policies and procedures.
- Administer the provisions of various State laws, including the California Elections Code, Political Reform Act of 1974, Brown Act, Public Records Act and other applicable laws.
- Prepare and administer the Council and City Clerk's Office budgets.
- Administer Oaths of Office to elected and appointed officials, department heads and City employees.
- Countersign bonds and other evidences of indebtedness issued by the City.
- Attend and keep a permanent journal of proceedings at all meetings of the City Council.
- Coordinate City Clerk activities and work with other City departments and with outside agencies.
- Select, supervise, train and evaluate assigned staff.
- Administer the overall workload of the City Clerk's Office, including review and evaluation of work products, methods and procedures; plan and organize special City events.
- Supervise use of Council Chamber Building facilities.
- Supervise procedures for appointments to Boards, Commissions and Committees.
- Perform related assignments as necessary.

EMPLOYMENT STANDARDS

City Administrator

Knowledge of:

- Pertinent federal, state and local laws, codes, ordinances and regulations. Modern municipal organization, functions and procedures.
- Current social, political and economic trends and operating problems of municipal government.
- Principles, practices and techniques of public and business administration, including public financing and financial management.
- Personnel administration policies, procedures and regulations, including those related to public agency labor negotiations.
- Principles of supervision, training and performance evaluation. Budget preparation and administration practices.
- Modern office practices and technology, including the use of computers for word and data processing.
- Public / community relations techniques.

Ability to:

- Interpret, analyze, apply and enforce pertinent federal, state and local laws, rules and regulations.
- Provide effective leadership and coordinate the staff, programs and activities of a full- service municipal organization.
- Perform duties under the pressure of very high expectations for exemplary and non- erring leadership, management and professionalism.
- Gain cooperation through discussion and persuasion.
- Analyze problems, identify alternative solutions, determine consequences of proposed action, and make and implement recommendations in support of goals.
- Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- Select, supervise, train and evaluate staff.
- Prepare and administer a budget in conformance with sound financial management techniques.
- Communicate clearly and concisely, both orally and in writing. Speak effectively in public.
- Establish and maintain effective working relationships with those contacted in the course of work.
- React professionally at all times, dealing with sensitive, political or controversial situations with tact and diplomacy.

City Clerk

Knowledge of:

- Applicable Federal, State and municipal laws and procedures, election laws, and procedures.
- Political reform requirements. Business English and spelling.
- Modern office practices, procedures and equipment. Principles of supervision, training and performance evaluation.

Ability to:

- Provide information, make decisions, and organize material in compliance with laws, regulations and policies.

- Meet the public, understand their questions, and provide information. Communicate clearly and concisely, both orally and in writing.
- Select, supervise, train, and evaluate assigned staff.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and ability would be:

Training

- Graduation from an accredited college or university with a Bachelor's degree in business or public administration, or a closely related field; A Master's degree in the same fields of study is desirable.

Experience

- Five years of increasingly responsible professional experience in a significant management capacity in local government, preferably as a city manager, assistant city manager or in a senior management staff position.

Additional Requirements:

- Possession of a valid California driver's license. Membership in the International City and County
- Management Association, and adherence to its code of ethics is desired. Ability to be bonded.
- Municipal Clerk certification is desirable.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computerscreen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

ELECTRIC UTILITY DEPARTMENT DIRECTOR

Job Description

DEFINITION

To plan, schedule, supervise, participate in and manage the construction, maintenance, repair and operation of designated municipal electrical distribution systems; to plan, schedule, supervise and participate in the repair and maintenance of electrical utility equipment, lines and facilities; to provide technical assistance and resources to assigned staff; and to function as a positive and cooperative team member. The position provides specialized and professional staff support, information and assistance to the City Council and the City Administrator. The position serves as a member of the City's senior management team.

DISTINGUISHING CHARACTERISTICS

This job class is a senior level management classification and a working supervisor in the electrical services job series. Employees in this classification determines policy, manages personnel, manages a budget and performs a variety of specialized and technical functions and is expected to possess in-depth knowledge of electrical utility operations, standards and procedures for a municipal agency. Incumbents in this job class are responsible for the completion and coordination of assigned and on-going electrical services projects as well as special project activities. In addition to performing the full range of duties assigned to the Electrical Services Line worker, this job class is also responsible for supervising and training subordinate staff in all day to day activities as well as special projects/assignments and emergency responses. This job class requires a high degree of technical knowledge and expertise as well as organizational, communications, management, leadership and customer service skills. This position is expected to exercise a high level of initiative, independent and sound judgment and discretion.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general direction from the City Administrator within a framework of established policies, standard operating procedures and overall objectives.

Employees in this classification exercise direct supervision over skilled and semi-skilled technical staff, apprentice and clerical positions.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, schedules, supervises and participates in a wide range of skilled and technical tasks in the construction, installation, maintenance and repair of overhead and underground electrical distribution lines, substations, electrical services equipment and related facilities.
- Coordinates, supervises and monitors the customer service and meter reading/recording functions for the City's electrical utility services to include the maintenance, repair and installation of meters for both residential and commercial services.
- Provides and/or coordinates all training activities for assigned staff to include safety, technical and operational training and education; coordinates, monitors tests and participates in teaching/mentoring a certified apprenticeship program.
- Inspects electrical transmission/distribution lines, facilities, equipment and work in progress to ensure that proper maintenance and repair are occurring; reviews schedules, timelines, work and equipment usage records to ensure the proper allocation of resources; re-allocates and/or recommends re-allocation of resources as necessary.

- Receives and responds to a variety of customer requests, concerns and complaints regarding electrical utility functions and activities; gathers pertinent data, researches inquiry and initiates appropriate response/action and/or refers customer to an alternative resource.
- Oversees, coordinates and monitors the work of contractors and outside engineers performing new construction or repairs for the City's electrical services projects; inspects work in progress and provides management with updates and status reports.
- Establishes and/or maintains a variety of logs, work orders and records and prepares reports on operations periodically and upon request; reviews and verifies logs and reports completed by subordinate staff to ensure compliance with pertinent regulatory requirements.
- Operates a variety of motorized, power and hand-powered machines and equipment to include line truck, backhoe, front loader, aerial tower truck, jackhammer, tamper, compressor, trencher and forklift.
- Responds to emergency calls on weekends, holidays and evenings as well as being available for standby duty as necessary.
- Represent the City and the electrical utility at NCPA Superintendent meetings. Represent the electrical utility in interactions with other municipal or investor owned utility representatives.
- Investigate and resolve customer complaints involving electrical service.
- Performs related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted methods, tools and equipment used in the construction, maintenance and repair of electrical transmission/distribution lines, related equipment and facilities.
- Standard and accepted principles and techniques in the construction and repair of high-voltage overhead and underground electrical lines, equipment and facilities.
- Standard and accepted operation and maintenance of a variety of power equipment and vehicles.
- National electrical codes and safety orders.
- Standard and accepted safety practices and standards applicable to high voltage and electrical line work.
- City's operations, policies and procedures as related to assigned duties.
- Standard and accepted principles of supervision and employee training.
- Basic budgeting and control processes and methods.

Ability to:

- Understand, interpret and carry out a variety of oral and written instructions in an independent manner.
- Operate a variety of hand powered electrical maintenance and construction equipment in a safe and effective manner.
- Operate a variety of motorized power equipment utilized in the maintenance, construction and repair of electrical distribution lines, equipment, substations and related facilities in a safe and effective manner.
- Perform mathematical calculations including addition, subtraction, multiplication and division.
- Supervise, train and motivate assigned clerical and technical staff in an effective and positive manner.

- Prioritize and schedule workload effectively for self and others.
- Identify problem, research and gather pertinent information, determine alternatives and initiate/recommend the proper course of action.
- Establish and maintain a variety of administrative records and logs and prepare clear and concise reports.
- Communicate orally and in writing in an effective and tactful manner.
- Provide courteous and positive customer service.
- Perform assigned duties on high poles, in confined spaces and among high voltage/energized power lines in a safe and effective manner.
- Perform assigned duties to include heavy and continuous physical labor in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California driver's license.
- Possession of a safe driving record per the City's driving standard policy

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Training

- The successful completion of the twelfth grade to include the ability to read and write at a level required for successful job performance.
- The successful completion of an approved apprenticeship program as an electrical line worker.

Experience

- Four (4) years of increasingly responsible experience performing electrical line worker construction, maintenance and repair work.
- Five (5) years of increasingly responsible work in a supervisory capacity including at least three (3) years in the Electrical Supervisor position.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tools, equipment, vehicles and other motorized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach and crouch; talk and hear clearly and concisely to communicate with customers, supervisors and fellow employees on a continuous basis. Employee is regularly required to frequently lift and/or carry and/or move objects weighing up to 25 pounds and occasionally lift and/or move up to 100 pounds. Employee's vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. In the performance of essential and required duties, an employee is required to climb electric poles and perform duties up to 90 feet above the ground; an employee is required to work around and on live hot wires.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures, working in cramped spaces, in traffic, at heights and underground. Continuous contact with other agencies and businesses as well as the general public is also required.

POLICE CHIEF

Job Description

DEFINITION

Subject to the provisions of the City Code and applicable policies and procedures, to plan, direct, coordinate, evaluate and review the programs, projects and activities of the Police Department in the enforcement of law and the preservation of life and property; to carry out the statutory duties of Chief of Police; to provide leadership and direction for the department; to oversee Animal Control for the City; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council. Exercises direction over management, supervisory, professional, technical and clerical personnel.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs, coordinates, evaluates and reviews the programs, projects and activities of the Police Department, including patrol, investigations, animal control, public services and programs, and administration.
- Develops, recommends, implements and administers department policies, procedures and standards of safety.
- Evaluates community law enforcement needs and formulates short- and long-range plans to address them; develops, recommends and implements cost-effective, innovative law enforcement programs.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; identifies opportunities for improvement; directs the implementation of changes.
- Within City policy, recommends appropriate service and staffing levels; allocates resources accordingly.
- Prepares, recommends and administers the department budget; supervises departmental purchasing; oversees department grant administration.
- Participates in the preparation of the department's capital improvement program.
- Selects, trains, supervises, motivates and evaluates department personnel; provides for adequate training and professional development; works with employees to correct deficiencies; handles employee concerns and grievances; maintains discipline and oversees the conduct of employees; implements discipline and termination procedures.
- Plans, directs and coordinates, through subordinate officers, the department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility.
- Confers with citizens and City officials on law enforcement problems.
- Ensures the development and implementation of effective crime prevention and educational programs.
- Represents the Police Department to other City departments, elected officials, outside agencies, and City, community and regional committees; explains, justifies and supports Police Department programs, policies and activities; negotiates and resolves sensitive, significant and

controversial issues.

- Coordinates department activities with those of other departments and outside agencies and organizations.
- Provides staff assistance to the City Administrator and City Council; prepares and presents staff reports and other necessary correspondence; assists in the preparation and recommends adoption of City ordinances, policies and procedures related to law enforcement.
- Actively participates in various professional organizations; attends civic and community events to explain and promote the activities and functions of the department and to establish favorable public relations.
- Keeps abreast of new legislation, case law, trends and innovations in the field of law enforcement.
- Responds to difficult or sensitive complaints and requests for information from the public, news media and City staff.
- Acts as City Administrator as required in his/her absence.
- Advises and assists subordinates in highly complex criminal and other investigations. Performs law enforcement duties as required.
- Performs general administrative work as required, including conducting and attending meetings, reviewing correspondence, preparing reports, etc.

EMPLOYMENT STANDARDS

Knowledge of:

- Pertinent federal, state and local laws, regulations, codes and ordinances.
- Operational characteristics, services and activities of a comprehensive municipal law enforcement program.
- Structure, functions and inter-relationships of state and local law enforcement agencies.
- Up-to-date law enforcement and law enforcement training procedures in the areas of investigation and identification, patrol, traffic control, juvenile delinquency control, care and custody of persons and property, etc.
- Courtroom procedures and legal practices.
- Firearms, automotive, radio and other law enforcement equipment.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Modern and complex principles and practices of program development and administration.
- Recent developments, current literature and sources of information related to police science and public safety.
- Principles of supervision, training and performance evaluation.
- Modern office practices and technology, including the use of computers for word and data processing.
- Budget development and administration.
- Methods of letter writing and report preparation.
- English usage, spelling, grammar and punctuation. Safe work practices.
- Public / community relations techniques.

Ability to:

- Interpret, analyze, apply and enforce federal, state and local laws, rules and regulations.
- Provide administrative and professional leadership and direction for the Police Department.
- Plan, organize and direct the work of management, supervisory, professional, technical and clerical staff; delegate authority and responsibility.
- Train, supervise and evaluate the performance of staff.
- Perform duties under the pressure of very high expectations for exemplary and non-erring leadership, management, professionalism and implementation of law enforcement procedures.
- Develop, implement and interpret goals for providing effective and efficient municipal law enforcement services.
- Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze and evaluate new service delivery methods and procedures.
- Perform responsible police work in accordance with all applicable laws, regulations, policies, procedures and guidelines.
- Direct thorough criminal investigations.
- Appraise situations and people accurately and quickly, and adopt an effective course of action.
- Work under stressful or dangerous conditions, often involving considerable personal risk or risk to others.
- React quickly and calmly in emergency situations.
- Deal courteously, yet firmly and effectively with the public in police situations. Gain cooperation through discussion and persuasion.
- Properly use firearms and other work-related equipment.
- Plan and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Perform mathematical computations with accuracy.
- Prepare clean and concise administrative and financial reports. Make effective public presentations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Meet the physical requirements necessary for successful job performance.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities would be qualifying. A typical way to obtain this knowledge and ability would be:

Training

- Graduation from an accredited college or university with a Bachelor's degree in police science or administration, or a closely related field. A Master's degree in the same fields of study is desirable

Experience

- Ten years of increasingly responsible professional experience in law enforcement, including at least five years in an administrative or managerial capacity.

Additional Requirements:

Possession of a valid California driver's license. Possession of a Management Certificate as issued by the state of California Commission on Peace Officer's Standards and Training.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, adverse weather conditions, temperature and noise extremes, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office duties and/or police work; lift and/or move more than 100 pounds of weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform law enforcement duties, including handling firearms, making arrests, and driving a motor vehicle.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

POLICE LIEUTENANT

Job Description

DEFINITION

To plan, direct, organize and supervise the Police Department's operations to include law enforcement and crime prevention activities; to coordinate, supervise and participate in the more complex investigative activities; to act as a positive resource in the community to promote proactive crime prevention, enhance community relations and provide outreach and support to all citizens; to perform a variety of functions in support of the Police Department, the City and its citizens; may act in the Police Chief's absence as designated; and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This classification functions at a mid-management level of job performance with responsibility for in supervising and directing employees in the Police Department. Employees in this classification plan, direct and manage the work of staff through the direct supervision of first line supervisors. Employees in this classification are also responsible for significant administrative functions in support of the Police Department. This job class acts as a resource to all Department personnel and in this capacity, requires strong and in-depth professional and technical knowledge and skills in all facets of law enforcement and crime prevention activities within the community policing philosophy of service delivery.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive consistent direction from the Police Chief within a framework of established policies and standard operating procedures. Employees in this classification exercise direct supervision over assigned sworn and non-sworn personnel.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs, organizes and supervises all law enforcement and crime prevention operations for the City's Police Department consistent with the community policing philosophy; supervises and monitors Police Sergeants and Corporals in the day to day management of patrol operations; ensures that all pertinent laws, regulations and operating policies/procedures are followed.
- Plans, monitors and participates in providing proactive crime prevention and community outreach; acts as a resource to City's citizens and the general public; provides training and education to community regarding police activities and crime prevention techniques; making presentations and serving on committees as assigned.
- Oversees and reviews the preparation of criminal complaints, reviews shift reports and police logs and analyzes crime reports to ensure accuracy and completeness of documentation; follows-up on insufficient or inaccurate data; provides feedback and input to staff regarding modifications needed.
- Directs, and monitors arrests and issuance of citations for violations of pertinent laws and ordinances within standard and accepted laws, policies and operational regulations; monitors the booking, transport and the appropriate care and safety of detained persons to ensure compliance with pertinent laws, regulations and guidelines.
- Acts as a primary resource to Police Sergeants, Police Corporals, Police Officers and non-sworn staff regarding a variety of law enforcement, crime prevention and community policing operations, training and activities within the Police Department.

- May conduct internal affairs and background investigations as assigned and on an as-needed basis.
- Oversees and monitors staff appearances in court to present evidence and testimony as to circumstances, occurrences and the investigative process regarding designated cases; provides information, reports and documentation to the court and its representatives in support of case development.
- Prepares a variety of reports, memoranda, correspondence and documentation; establishes and maintains files and records in a complete and confidential manner.
- May act as Police Department Head in the absence of the Police Chief as assigned and as necessary.
- Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Standard and accepted law enforcement methodology and techniques to include patrol, crime prevention and traffic control.
- Standard and accepted criminal investigative techniques and methodology to include crime scene investigation, interrogation, fingerprinting and arrests.
- Pertinent federal, state and local laws, regulations and guidelines governing the apprehension, arrest and custody of persons accused or suspected of committing felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Proper and safe use and care of firearms and other special equipment utilized by sworn police law enforcement personnel.
- Standard and accepted law enforcement recordkeeping, documentation and reporting requirements, methods and procedures.
- Community policing philosophy and methodology.
- Automated safety dispatch and criminal records systems.
- Standard and accepted principles and practices applicable to the supervision and management of a modern police department.
- Standard and accepted principles and practices of employee supervision, evaluation and training.
- City and departmental organizational structure, ordinances, policies and procedures.
- Location and configuration of the City's streets, landmarks, public areas, community facilities and schools.

Ability to:

- Understand, interpret and carry out a variety of both oral and written instructions in an independent manner.
- Present information to and communicate with a variety of individuals and groups in a positive, persuasive and effective manner.
- Plan, direct, supervise and evaluate the work of others in an effective, productive and positive manner.
- Identify and analyze problem/situation in a timely and accurate manner; gather and research pertinent data/information; evaluate facts, evidence and alternatives; and initiate/recommend appropriate course of action.

- Operate a variety of routine and special law enforcement equipment such as a car radio, handguns and other firearms, handcuffs, batons, tear gas, ammunition, chemical reagents, stroll-a-meter, and a variety of protective devices in a safe and effective manner.
- Utilize a computer and designated software at a level sufficient for successful job performance.
- Prioritize and schedule workload in a timely and effective manner for self and others.
- Prepare a variety of documentation, forms and reports.
- Provide courteous and positive community relations and neighborhood outreach.
- Perform assigned duties to include heavy lifting and sporadic but strenuous physical endeavors in a safe and effective manner.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Use and carry a firearm.

LICENSES AND CERTIFICATES

- Possession of a valid and appropriate California state driver's license.
- Possession of a safe driving record per the City's driving standard policy.
- Completion of a P.O.S.T. certified Basic Police Academy Program.
- Possession of P.O.S.T. Intermediate, Advanced and Supervisory Certifications.
- Ability to successfully obtain the P.O.S.T. Management Certificate upon the completion of the first two (2) years of continuous employment in this job class.

EDUCATION, TRAINING AND EXPERIENCE

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Requirements listed below are representative of the education, knowledge, skill, and/or ability required.

Education

- Possession of an Associate of Arts (AA) or Associate of Science (AS) degree with a major in police science, criminal justice, or a related field is required.
- Possession of a Bachelor of Arts (BA) or a Bachelor of Science (BS) degree is highly desirable.

Training

- Successfully completed the P.O.S.T. Supervisory Course (80 hours).

Experience

- At least six (6) years of progressively responsible experience with a law enforcement agency as a Police Officer or Police Detective to include at least two (2) years performing at the level of Police Sergeant.
- Must have successfully completed employment probation as a law enforcement officer at the Gridley-Biggs Police Department.

TYPICAL PHYSICAL REQUIREMENTS

While performing the essential functions of this job class, the employee is regularly required to use hands and fingers to operate a variety of objects, tool, equipment, vehicles and other specialized equipment; flexibility and endurance to stand, climb, stoop, kneel, crawl, bend, walk, reach and crouch; talk and hear clearly and concisely to communicate with citizens, general public, victims, suspects, witnesses, supervisors and fellow employees on a continued basis. Employee is regularly required to lift and/or carry and/or move objects weighing up to 25 to 35 pounds and occasionally lift and/or move individuals weighing more than 165 pounds. Vision requirements for the performance of required duties include close vision, distance vision, color vision, peripheral vision, depth perception and the

ability to adjust focus. Good vision is defined as 20/100 in each eye correctable to 20/30. Night vision is also required. Employee is required to be able to detect a variety of odors such as drugs, alcohol, fumes and hazardous materials spills.

TYPICAL WORKING CONDITIONS

Employee performs many assigned duties outdoors in a variety of climatic conditions including exposure to hot and cold temperatures. The employee may be required to drive a patrol car at times working in cramped spaces and in traffic. Employee works in a high stress environment and is exposed to hazardous, volatile and dangerous situations in the performance of required duties. On-going exposure to these types of environments and situations may create a high demand on an employee's physical, mental and emotional well-being. Continuous contact with other staff, citizens, other agencies and businesses as well as the general public.

PUBLIC WORKS DIRECTOR

Job Description

DEFINITION

To plan, coordinate, direct and review the operations and activities of the Department of Public Works, including public facility engineering; construction and maintenance of streets, storm drains, sewer systems, water systems, and public utilities; City building, equipment and fleet maintenance; to ensure departmental compliance with all applicable laws, regulations and standards; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council. Exercises direct supervision over public works departmental staff.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs, reviews and evaluates the activities, programs and projects of the Department of Public Works.
- Develops and implements policies, procedures, goals, objectives, priorities and work standards for the department.
- Interprets and ensures departments compliance with all federal, state and local laws and regulations, City policies and procedures, and standards of quality and safety.
- Establishes, within City policy, appropriate service and staffing levels; allocates resources accordingly.
- Selects, assigns, supervises, motivates and evaluates the performance of departmental personnel; provides for staff training and development opportunities; implements disciplinary and termination processes.
- Reviews and evaluates reports of subordinate staff for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.
- Directs and reviews the work of contract consultants providing assistance to the departments; reviews or prepares related requests for proposals and contracts.
- Develops and manages the departmental budgets; monitors and approves all purchase payment orders; prepares and administers grants for special programs and projects.
- Identifies City needs and priorities for specific public works projects, planning projects and building activities; develops and updates short- and long-range goals and capital improvement plans.
- Conducts or directs analytical studies; develops and reviews reports of findings, alternatives and recommendations for the maintenance and improvement of City public works services, planning and building department services; prepares and directs the preparation of a variety of periodic and special reports regarding departmental activities.
- Prepares, reviews and/or approves public improvement plans, specifications, standards and estimates; encroachment, transportation, grading, drainage and flood plain permits; land development conditions of approval and associated agreements; land development maps, deeds and other documents, including acceptance of public right-of-way dedications to the City by deeds.
- Inspects and evaluates public and private improvement projects and public safety concerns.

- Ensures the availability of adequate equipment, vehicles, materials and supplies for Public Works.
- Confers with and provides professional and technical assistance to City Council, City Administrator and other staff on matters related to Public Works functions.
- Coordinates departmental activities with those of other departments and divisions, agencies and private groups as appropriate.
- Represents the department at City Council, Commission, Board, other City and community meetings; may serve on various committees, boards and commissions as appropriate.
- Receives and responds to public inquiries, requests for assistance and complaints regarding departmental projects and activities.
- Monitors legislation and trends in areas of responsibility; evaluates their impact on City operations and recommends and implements policy and procedural improvements.
- Performs general administrative work as assigned, including but not limited to conducting and attending meetings, assisting customers, researching files, scheduling appointments, reviewing correspondence, etc.

EMPLOYMENT STANDARDS

Knowledge of:

- Departmental policies, procedures and standards related to public works maintenance and construction projects and activities.
- Pertinent federal, state, and local laws, regulations, codes and ordinances. Administrative principles and methods, including goal setting and planning.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of civil engineering, land development, flood plain management, emergency management, construction and maintenance of public facilities and technical inspection services.
- Modern principles, practices, techniques, equipment, materials and tools used in planning, building and public works construction / maintenance projects and daily operations.
- Safe and proper operation of heavy construction equipment.
- Research methods and sources of information related to public works operations.
- Principles of supervision, training and performance evaluation. Budget preparation and administration practices.
- Principles and practices of modern office management, communications and effective employee and public relations.
- Modern office practices and technology, including the use of computers for word and data processing and spreadsheet applications.
- Methods of letter writing and report preparation. English usage, spelling, grammar and punctuation. Safe work practices.

Ability to:

- Interpret, analyze and apply pertinent federal, state and local laws, codes, ordinances, rules and regulations pertaining to department administration and operations.
- Develop, implement and interpret goals, objectives, policies, procedures and work standards.
- Analyze complex problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

- Determine work priorities and effectively coordinate and schedule resources and staff to perform activities and projects within time limits.
- Read and understand complex plans, specifications and blueprints.
- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations and standard construction practices.
- Exercise sound, independent judgment within general policy guidelines. Select, supervise, train and evaluate staff.
- Prepare and administer a comprehensive budget.
- Perform required mathematical computations with accuracy. Communicate clearly and concisely, both orally and in writing.
- Prepare, verify, analyze and reconcile complex records, reports and recommendations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Gain cooperation through discussion and persuasion and facilitate the resolution of difficult political and controversial issues related to Public Works plans and projects.
- Represent the City effectively in meetings with others.
- Interpret complex departmental projects and programs to the public.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and ability would be:

Training

- A Bachelor's degree from an accredited college or university with major coursework in civil engineering is desired but not required.

Experience

- Five years of increasingly responsible professional experience in the field of public works, including at least two years in a responsible supervisory position involving the design, construction, and maintenance of public works facilities, preferably in a local government jurisdiction.

Additional Requirements:

- Possession of a valid California driver's license.
- Water and Wastewater certifications desired.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dusts, odors, toxic or caustic chemicals, vibration. Worker frequently works past normal office hours for meetings and other events.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office environment; frequent outdoor work is required in the inspection of various land developments, construction sites and public works facilities including water,

sewer, and storm drain systems. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; lift and/or move up to 25 pounds occasionally; use hands to finger, handle, feel or operate objects, tools and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

Human Resources Manager

Job Description

DEFINITION

To perform a variety of routine-to-complex administrative, technical, analytical and professional work in the administration of the City's personnel system; to perform general human resources, administrative and labor relations support to the city administrator and related activities; and to perform related duties and responsibilities as required, and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

This classification functions at a mid-management level of job performance with responsibility for supervising and directing clerical personnel in the administration. Employees in this classification are also responsible for significant administrative functions in support of human resources services for all Departments and City staff. This job class acts as a resource to all City personnel and in this capacity, requires strong and in-depth professional and technical knowledge and skills in all facets of the federal, state and local laws and statutes human resources pertaining to human resources. Incumbents provide administrative and labor relations support to the City Administrator and/or perform a variety of complex administrative, analytical, and customer service functions for staff and multiple departments/managers. Employees in this classification serve as the primary resource person to ensure the City's compliance with ADA, FSLA, OSHA and other employee regulations and guidelines.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from the City Administrator. Employees in this classification may exercise technical and functional supervision over other clerical staff, temporary workers and/or volunteers.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

- Assists the City Administrator with all human resource management functions, programs and special projects.
- Prepares, recommends and monitors the human resources program budget.
- Develops, evaluates, recommends and implements program goals, objectives, policies and procedures.
- Plans and coordinates recruitment and selection programs; prepares and places position advertisements; accepts applications; coordinates and/or participates in pre-employment screening and testing.
- Provides technical support to department heads with recruiting and employee management and performance issues; interprets personnel policies and procedures for managers, supervisors and staff.
- Processes personnel actions related to employment, change of status and termination.
- Coordinates and schedules orientation for new employees.
- Maintains confidential personnel files and related records.
- Coordinates and/or conducts supervisor and employee training in a variety of human resources areas as needed.
- Provides career counseling to individuals and groups of employees.

Coordinates human resources activities with those of other City departments, divisions and outside agencies as appropriate.

- Keeps abreast of new trends, legislation and developments in government human resources administration.
- Represents the City in various meetings with outside agencies as required.
- Performs general administrative and clerical work as required, including but not limited to preparing reports and correspondence, entering computer data and preparing spreadsheets and computer-generated reports, maintaining files, completing and processing forms, copying and filing documents, sending and receiving faxes, ordering supplies, processing mail, answering the telephone, etc. Ensures the City's compliance with affirmative action, ADA, FLSA, OSHA and other regulations and guidelines.
- Assists and/or participates in labor negotiations as assigned.
- Researches, analyzes, and prepares reports on a variety of employee issues, including compensation, classification and benefits surveys and other projects as assigned.
- Plans, evaluates, and administers various employee benefit programs; assists in the administration of the City's liability and Worker's Compensation insurance programs.
- Serves as a member of various City committees, including but not limited to the employee Safety Committee and Health Committee, coordinates employee health screenings and safety programs compliance.
- This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

EMPLOYMENT STANDARDS

Knowledge of:

- Pertinent federal, state and local laws, codes, ordinances and regulations. Modern principles and practices of public human resources management, including recruitment and selection, classification and compensation, labor relations, training, safety and health, benefits administration.
- Types of selection devices and procedures for recruiting and examining job candidates. Employee training techniques. Organizational structure and services provided by City government. Research and report preparation techniques related to a wide variety of human resources programs and projects. Budget preparation and administration.
- Modern office practices and technology, including the use of computers for word and data processing. Methods of business letter writing. English usage, spelling, grammar and punctuation. Safe work practices. Public / community relations techniques.

Ability to:

- Quickly learn the City's organization, policies and administrative/operational processes; learn the protocols and policies associated with the City's labor relations programs necessary to advance/administer of the City's labor relations and human resources programs; Understand, interpret, and carry out a variety of both oral and written instructions in an independent manner.
- Perform complex, professional human resources work with a minimum of supervision. Identify critical issues related to human resources administration. Independently design, develop and implement

- specialized human resources programs. Develop, administer and analyze tests and/or selection devices for a variety of occupations.
- Assist in the training and supervision of entry-level personnel. Collect, organize, analyze and interpret narrative information and statistical data. Analyze problems, identify alternative solutions, determine consequences of proposed actions, and make and implement recommendations in support of goals.
- Employ creativity, objectivity, and confidentiality in resolving problems and conflicts. Conduct meetings, make presentations, and facilitate communications in a clear, concise and positive manner. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work. Respond appropriately, effectively, and promptly to the needs of internal and external customers.
- Establish and maintain a variety of filing, record-keeping and tracking systems. Use computers effectively for word and data processing and records management. Perform mathematical computations with accuracy.
- Establish and maintain a variety of recordkeeping/filing systems and/or databases including highly sensitive and confidential documentation and generate requested reports; Communicate effectively, tactfully and positively in both oral and written forms; Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others; Establish and maintain effective work relationships with those contacted in the performance of required duties.

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain this knowledge and abilities would be:

Training

- Possession of a bachelor's degree from an accredited college or university in human resources, public administration, or a closely related field. Or ten years of municipal government experience.

Experience

- At least five (5) years of progressively responsible professional human resources/personnel administration management experience within a municipal government setting.

TYPICAL PHYSICAL REQUIREMENTS

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping and lifting in the performance of assigned duties; Normal manual dexterity and eye-hand coordination required; repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required, verbal communications required; ability to use a variety of office equipment and machines as referenced. Good memory and recall are necessary for the accurate and timely transfer of information.

TYPICAL WORKING CONDITIONS

Assigned work is normally performed in an office environment; Continuous contact with other staff, citizens, other agencies, and businesses as well as the general public.

RECREATION AIDE

Job Description

DEFINITION

Under general supervision, the Recreation Aide will organize and supervise a variety of recreational activities. The position involves providing skilled leadership and direct participation at various locations. Responsible for managing programs and monitoring a facility when in use.

SUPERVISION RECEIVED AND EXERCISED

An employee in this classification receives general supervision from the City Recreation Coordinator. The employee must exercise overall supervision of participants.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

- Lead and organize recreation activities.
- On site coordinator of senior enrichment services, including nutritional programs.
- Coordinate the planning and implementation of a variety of special events and recreational activities for seniors and for youth.
- Manage meal preparation for senior activities.
- Motivate individuals to become more involved in youth activities and senior enrichment activities.
- Perform outreach activities to encourage senior residents to begin, increase, or continue participation in center activities.
- Investigate and resolve the concerns, problems, and or complaints of participants participating in various programs.
- Maintain daily attendance and activity records.
- Observe necessary precautions to secure the safety of participants.
- Issues and collects fees, supplies, and equipment.

EMPLOYMENT STANDARDS

Knowledge of:

- Recreational Programs
- First aid methods and safety precautions related to recreational settings.
- Standard and accepted English usage, spelling and grammar.

Ability to:

- Communicate clearly and concisely, oral and written form
- Supervise, lead, and establish a positive and enjoyable atmosphere for all participants at recreation activities.
- Ability to adapt to change with ease
- Fill in where needed on the job

MINIMUM REQUIREMENTS

- Some experience in marketing, public relations, and with youth and seniors.

- Must obtain or be willing to obtain a valid CPR and basic first aid card.
- Must be able to work a flexible schedule to accommodate City needs including weekends, evenings, holidays and overtime.
- The ability to communicate in Spanish is preferred but not required.
- Fingerprinting is also necessary.

TYPICAL PHYSICAL REQUIREMENTS

Work is performed in recreational facilities, office environments, and on-site in parks or playground/open space. Incumbent sits, stands, walks, kneels, crouches, twists, climbs stairs and inclines, reaches, bends and grasps, pushes, pulls, drags and lifts supplies and equipment weighing 30 pounds or less. An incumbent uses a computer, keyboard and related equipment, and may walk and stand on slippery and uneven surfaces.

With or without accommodations, an incumbent must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing and dexterity levels appropriate to the duties to be performed. Verbal communication skills are required.

TYPICAL WORKING CONDITIONS

Work is performed both indoors and out of doors at various locations. This position requires interaction with senior residents and school-aged children, instructors, and recreational staff.

RECREATION COORDINATOR

Job Description

DEFINITION

Under general supervision, the Recreation Coordinator will organize and coordinate a variety of recreational program activities and special events. The position involves providing skilled leadership; direct participation at various locations; making arrangements regarding the organization; scheduling and staffing of various recreation program activities; recruiting and evaluating instructors; preparation of reports, news releases, advertisements, flyers and brochures to promote activities, special events, programs, classes; assisting in budget preparation and administration; responding to requests for information; and performing related work as assigned. Requires a flexible schedule to accommodate City needs including weekends, evenings and holidays.

SUPERVISION RECEIVED AND EXERCISED

An employee in this classification receives general supervision from the City Administrator or other designated supervisor. The employee may exercise oversight of contracted instructors that provide fee-based programs and contracted recreation and program attendants.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

Plans, organizes, participates in and coordinates a variety of programs, events and activities at one or more assigned locations; creates, drafts and implements programs; evaluates programs and activities as assigned and makes recommendations for changes; schedules and monitors the use of facilities and ensures center security system(s); monitors the maintenance of facilities assigned including grounds and buildings; coordinates registration for various programs and the work of volunteers; leads assigned staff; explains Parks and Recreation programs, policies and procedures to the public and to staff as applicable; gathers data and prepares correspondence and reports as needed; attends a variety of meetings and makes oral presentations; solicits donations for center use/distribution; orders supplies and equipment and monitors expenditures for assigned activities; assists with budget development and monitoring related to area assigned; interacts with service groups and businesses as needed; operates computer and uses applicable software; maintains computerized and manual records; lifts and carries boxes of supplies weighing 30 pounds or less; drives a vehicle on City business.

EMPLOYMENT STANDARDS

Knowledge of:

- Philosophy, principles and practices of public recreation programs, major sports, games and other recreational activities and programs suitable for all age groups
- First aid methods and safety precautions related to recreational settings, athletic fields and basic supervisory practices
- Basic office and purchasing procedures and practices
- Basic project and facility management
- Methods of making effective oral presentations
- English usage and grammar, basic math
- Computer applications related to recreational activities

Ability to:

- Communicate clearly and concisely, oral and written form
- Supervise, coordinate, and train individuals or groups in recreational activities
- Establish and maintain cooperative working relationships with those contacted in the course of work
- Meet the public with courtesy and tact
- Maintain accurate financial and other records

TRAINING AND EXPERIENCE

Any combination equivalent to the experience and education that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Training

- Successful completion of the twelfth grade with an ability to read, write and communicate at a level required for successful job performance.

Experience

- Course work at a college level or past experience in Recreation Management, business, or similar field is preferred.

LICENSES AND CERTIFICATES

- Valid California Driver License
- Safe driving record per the City's driving standard policy

TYPICAL PHYSICAL REQUIREMENTS

Work is performed in an office environment and on-site in parks, recreational facilities, or playground/open space. Incumbent sits, stands, walks, kneels, crouches, twists, climbs stairs and inclines, reaches, bends and grasps, pushes, pulls, drags and lifts supplies and equipment weighing 30 pounds or less. An incumbent uses a computer, keyboard and related equipment, drives a vehicle on City business and may walk and stand on slippery and uneven surfaces.

With or without accommodations, an incumbent must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing and dexterity levels appropriate to the duties to be performed. Verbal communication skills are required.

TYPICAL WORKING CONDITIONS

Work is performed both in an office environment and out of doors. Travel by automobile may be required. This position involves interaction with staff, Council, businesses, civic organizations, and the general public.

Compensation Plan for Management, Mid-Management, Confidential and Unrepresented Employees

Effective 07-01-2022

4% increase

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Management:</u>					
City Administrator					12,067
Electric Utility Director (20% higher than Elect. Sup)					13,355
Finance Director (Equal to Police Chief)					10,947
Police Chief (15% higher than Police Lieutenant)					10,947
Public Works Director (Equal to Police Chief)					10,947
<u>Mid-Management:</u>					
Police Lieutenant (15% higher than Police Sergeant)	8,458	8,711	8,973	9,242	9,519
Assistant Finance Director (23% lower than Police Lieutenant)	6,132	6,316	6,505	6,700	6,901
Human Resource Manager	5,518	5,684	5,855	6,031	6,211
<u>Confidential:</u>					
None					
<u>Part-Time Unrepresented:</u>					
	<u>Hourly</u>				
Recreation Coordinator -hrly w/ benefits per Council action	20.26				
Recreation Aid II	13.77				
Recreation Aid I	13.11				
Information Technology Manager (By Contract)	35.01				

Compensation Plan for Management, Mid-Management, Confidential and Unrepresented Employees

Effective 07-01-2023

3% increase

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Management:</u>					
City Administrator					12,429
Electric Utility Director (20% higher than Elect. Sup)					13,755
Finance Director (Equal to Police Chief)					11,275
Police Chief (15% higher than Police Lieutenant)					11,275
Public Works Director (Equal to Police Chief)					11,275
<u>Mid-Management:</u>					
Police Lieutenant (15% higher than Police Sergeant)	8,711	8,973	9,242	9,519	9,805
Assistant Finance Director (23% lower than Police Lieutenant)	6,316	6,505	6,700	6,901	7,108
Human Resource Manager	5,684	5,854	6,031	6,212	6,397
<u>Confidential:</u>					
None					
<u>Part-Time Unrepresented:</u>					
	<u>Hourly</u>				
Recreation Coordinator -hrly w/ benefits per Council action	20.86		21.49		
Recreation Aid II	14.18		14.61		
Recreation Aid I	13.50		13.91		
Information Technology Manager (By Contract)	36.06		37.14		

Compensation Plan for Management, Mid-Management, Confidential and Unrepresented Employees

Effective 07-01-2024

3% increase

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Management:</u>					
City Administrator					12,801
Electric Utility Director (20% higher than Elect. Sup)					14,168
Finance Director (Equal to Police Chief)					11,614
Police Chief (15% higher than Police Lieutenant)					11,614
Public Works Director (Equal to Police Chief)					11,614
<u>Mid-Management:</u>					
Police Lieutenant (15% higher than Police Sergeant)	8,973	9,242	9,519	9,805	10,099
Assistant Finance Director (23% lower than Police Lieutenant)	6,505	6,700	6,901	7,108	7,322
Human Resource Manager	5,854	6,030	6,212	6,398	6,589
<u>Confidential:</u>					
None					
<u>Part-Time Unrepresented:</u>					
	<u>Hourly</u>				
Recreation Coordinator -hrly w/ benefits per Council action	21.49				
Recreation Aid II	14.61				
Recreation Aid I	13.91				
Information Technology Manager (By Contract)	37.14				

City Council Agenda Item #7
Staff Report

Date: June 20, 2022

To: Mayor and City Council

From: City Administrator, Cliff Wagner

Subject: Approval of FY 2022-2023 Operating Budget & Capital Improvement Plan and Resolutions

<input checked="" type="checkbox"/>	Regular
<input type="checkbox"/>	Special
<input type="checkbox"/>	Closed
<input type="checkbox"/>	Emergency

Recommendation

Staff respectfully requests that the Mayor and City Council consider and approve: Resolution No. 2022-R-2024 Establishing the 2022-2023 Appropriations Limit for the City of Gridley; and Resolution 2022-R-025, "A Resolution of the City of Gridley Adopting a Budget for Fiscal Year 2022-2023", by reading of title only.

Background

The budget schedule highlights the process required to develop the Annual Operating Budget and Capital Improvement Plan (CIP). The schedule included three public hearings. All processes have been completed with the exception of the Council's final review approval of the FY 2022-2023 Operating Budget. Following the Council's anticipated action, staff will take up the task of inputting the budget contents into our current City financial software. Ideally, that process will be completed by June 30th, the last working day before the new fiscal year begins.

The City Council received extensive details regarding the General Fund, Enterprise Funds, Special Revenue Funds, the Fee Schedules, and Capital Improvement Plan during the May 25th through May 27th, 2022 public Budget Study Session meetings. The presentation provided departmental presentations from the Electric, Public Works (including parks, water, sewer, and streets), Fire, Recreation, Police, Planning & Engineering, Finance & Administration budgets.

Fiscal Impact

The Proposed FY 2022-2023 Operating Budget is staff's comprehensive effort to present a policy document which preserves fiscal stability and at the same time enables the City Council and staff to accomplish crucial projects and services. Adopting a proposed budget which enables a City to sustainably and efficiently provide services is one of the most important duties a City Council can participate in.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to provide the best possible financial practices and the highest possible transparency regarding all financial transactions.

Attachments

1. Resolution No. 2022-R-024, "A Resolution of the City of Gridley City Council Establishing the FY 2022-2023 Appropriations Limit for the City of Gridley.
2. Resolution No. 2022-R-025, "A Resolution of the City of Gridley Adopting a Budget for Fiscal Year 2022-2023.
3. City of Gridley FY 22-23 Draft Budget

**A RESOLUTION OF THE CITY OF GRIDLEY CITY COUNCIL
ESTABLISHING THE FY 2022-2023 APPROPRIATIONS LIMIT FOR THE CITY OF GRIDLEY**

WHEREAS, SB 1352 was enacted by the California State Legislature during the 1980 Session which specifically adds Division 9, Chapter 1205 (commencing with Section 79000) to Title 1 of Government Code; and

WHEREAS, SB 1352 was enacted to provide for the implementation of voter approved Proposition 4, also known as the "Gann Initiative" whose purpose was to limit governmental appropriations; and

WHEREAS, the voters of California did approve Proposition 111 in June 1990, which, among other provisions, allows for new adjustment formulas for calculating the City's annual appropriations limit; and

WHEREAS, the appropriations limit has been calculated for the City of Gridley by the City Finance Department in accordance with the Uniform Guidelines for Implementation of the Gann Initiative and Proposition 111, as promulgated by the League of California Cities.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Gridley as follows:

- 1.) For fiscal year 2022-2023, the City Council approved the selection and usage of the "California Per Capita Income" percentage change and the population growth percentage increase for the City of Gridley when calculating that year's appropriations limit. The FY 2022-2023 appropriations limit may be amended at some future date due to a change in the factor used in this calculation. The choice of factors to be used for the FY 2022-2023 calculation was limited to use of the California Per Capita Income change due to the unavailability of the "percentage change in the local assessment roll from the preceding year due to the addition of local nonresidential construction in the City". (The County of Butte, Assessor's Office reports this factor has not been determined.) Therefore, when the factor depicting the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential construction in the City is available, should it be greater than the California Per capita Income factor, the FY 2021-2022 Appropriations Limit could be recalculated to reflect the higher factor.
- 2.) The Appropriations Limit is hereby established for the City in the amount of \$22,424,387 for fiscal year 2022-2023 in conformance with the attached Exhibit A and Article XIIIB of the Constitution as amended.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a special meeting of the City Council of the City of Gridley held on the 20th day of June 2022, by the following vote:

AYES: COUNCIL MEMBERS
NOES: COUNCIL MEMBERS
ABSTAIN: COUNCIL MEMBERS
ABSENT: COUNCIL MEMBERS
ATTEST:

APPROVED:

Cliff Wagner, City Clerk

Bruce Johnson, Mayor

EXHIBIT A**RESOLUTION NO. 2022-R-024**

Gann Initiative - Appropriation Limit Calculation
For the Fiscal Year ended June 30, 2023

2022-2023 Appropriation Limit Calculation

Price factor information:

Prior year amount	5.73
Current year amount	7.75

Population information:

Prior year population	7,413
Current year population	7,205

Per Capita Change: 7.55

Population Change: (2.81)

	$\frac{7.55 + 100}{100}$	= 1.075500
Per Capita converted to a ratio:		

	$\frac{(2.81) + 100}{100}$	= 0.971941
Population converted to a ratio:		

Calculation of factor for FY 2021-2022: 1.057300 X 0.940752 = 1.045323

2022-2023 Appropriation Limit:

2021-2022 Appropriation Limit	\$21,452,118
Multiplied by Factor	<u>1.045323</u>

2022-2023 Appropriation Limit	<u>\$22,424,387</u>
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**A RESOLUTION OF THE CITY OF GRIDLEY CITY COUNCIL
ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023**

WHEREAS, a Proposed Annual Operating Budget for Fiscal Year 2022-2023 was presented to the City Council of the City of Gridley and Gridley community members at three public Council meetings on May 25TH , May 26TH and May 27TH , 2022; and

WHEREAS, the Council desires to incorporate the proposed changes, additions, and deletions discussed at the various public budget meetings into the Proposed FY 2022-2023 Operating Budget as provided in the records of the pertinent meetings; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Gridley does hereby adopt the Annual Operating Budget for the City for FY 2022-2023, as described above and attached Exhibit A:

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a special meeting of the City Council of the City of Gridley held on the 20th day of June 2022, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Clerk

Bruce Johnson, Mayor

RESOLUTION NO. 2022-R-025

EXHIBIT "A"

SUMMARY OF 22-23 BUDGET

FUND	FY 22-23 EXPENDITURES	TRANSFERS OUT	TOTAL FY 22-23 APPROPRIATION AUTHORITY
GENERAL FUND			
ADMINISTRATION			
CITY COUNCIL	\$88,765		\$88,765
CODE ENFORCEMENT	35,437		35,437
CLERK/ADMINISTRATION	127,612		127,612
CITY ATTORNEY	56,658		56,658
CITY HALL MAINTENANCE	43,391		43,391
CONTRIBUTIONS	0		0
FINANCE	239,253		239,253
PUBLIC SAFETY			
POLICE DEPARTMENT	2,914,218		2,914,218
BINTF	186,407		186,407
SCHOOL RESOURCE OFFICER	182,862		182,862
PD MAINTENANCE	10,247		10,247
ANIMAL CONTROL	111,833		111,833
FIRE DEPARTMENT	1,436,491		1,436,491
DEVELOPMENT			
ENGINEERING	60,000		60,000
BUILDING INSPECTION	10,744		10,744
PLANNING	155,986		155,986
PUBLIC WORKS			
STREET MAINTENANCE	403,292		403,292
CORP YARD	265,323		265,323
PARKS & RECREATION			
PARKS	210,300		210,300
RECREATION	252,913		252,913
TOTAL GENERAL FUND	\$6,791,731	\$0	\$6,791,731

SPECIAL REVENUE FUNDS

2008 SERIES A - FUND 204
 2008 SERIES B - FUND 206
 SUCCESSOR AGENCY - FUND 215
 GAS TAX 2105 - FUND 390
 GAS TAX 2103 - FUND 395
 GAS TAX 2106 - FUND 400
 GAS TAX 2107 - FUND 410
 GAS TAX 2107.5 - FUND 420
 SB 325, SB1 - FUND 425 & 430
 TRAFFIC SAFETY - FUND 440
 PS AUGMENTATION - FUND 460
 BOAT RAMP - FUND 480
 ECON DEVEL CDBG REHAB - FUND 511
 HOUSING REHAB RLF - FUND 513
 FLOOD MAINT. # 1 (RICHINS) - FUND 580
 FLOOD MAINT. # 2 (EAGLE MEADOWS) - FUND 581
 FLOOD MAINT. # 3 (HERON LANDING) - FUND 582
 FLOOD MAINT. # 6 (SCROGGINS) - FUND 583
 COPS GRANTS FUND - FUND 672

241,187		241,187
187,601		187,601
17,255		17,255
(61,345)		(61,345)
487,578		487,578
74,296		74,296
52,432		52,432
3,383		3,383
501,026		501,026
31,390		31,390
		0
4,676		4,676
0		0
7,831		7,831
1,061		1,061
20,876		20,876
23,419		23,419
8,730		8,730
56,397	35,000	91,397

TOTAL SPECIAL REVENUE FUNDS

\$1,657,793 \$35,000 \$1,692,793

ENTERPRISE FUNDS**ELECTRIC FUND - FUND 600**

ELECTRIC - PROGRAM 4600
 STREET TREE MAINT. - PROGRAM 4601
 CAPITAL IMPROVEMENTS - PROGRAM 4608

7,427,036	3,016,977	10,444,013
6,667		6,667
10,620		10,620
27,914		27,914

PUBLIC BENEFITS - FUND 610**WATER UTILITY FUND - FUND 630**

WATER - PROGRAM 4630

923,718		923,718
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SEWER UTILITY FUND - FUND 650

SEWER OPERATING - PROGRAM 4650
 SEWER PLANT - PROGRAM 4651
 SEWER TOWN - PROGRAM 4652
 SEWER BCHA - PROGRAM 4653
 SEPTAGE HAULERS - PROGRAM 4658

426,941		426,941
558,562		558,562
606,527		606,527
114		114
132		132
136,830		136,830

SB 325 TAXI FUND - FUND 700**TOTAL ENTERPRISE FUNDS**

\$10,125,061 \$3,016,977 \$13,142,038

TOTAL RESERVE FUNDS

GENERAL FUND RESERVE - FUND 011
 CITY HALL RESERVE - FUND 050
 EQUIPMENT RESERVE - FUND 060
 ELECTRIC CAPITAL FUND - FUND 620
 ELECTRIC CONST FUND - FUND 621
 WATER CAPITAL FUND - FUND 640

0		0
0		0
0		0
0		0
0		0
0		0

TOTAL RESERVE FUNDS

\$0 \$0 \$0

TOTAL \$18,574,586 \$3,051,977 \$21,626,563

