

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

2014-2019

**GPOA MEMORANDUM OF UNDERSTANDING
2014-2019**

TABLE OF CONTENTS

TITLE 1. PREAMBLE	1
TITLE 2. RECOGNITION	2
TITLE 3. ASSOCIATION SECURITY	3
TITLE 4. ASSOCIATION ACTIVITY	3
TITLE 5. GRIEVANCE PROCEDURE.....	4
TITLE 6. DISCIPLINARY AND COMPLAINT PROCESS	6
TITLE 7. SAFETY	8
TITLE 8. EMPLOYEE STATUS.....	9
TITLE 9. WAGES AND CLASSIFICATIONS.....	10
TITLE 10. WORK PERIODS / SHIFT SCHEDULING.....	13
TITLE 11. PROMOTION AND TRANSFER.....	14
TITLE 12. DEMOTION AND LAYOFF	15
TITLE 13. LEAVE OF ABSENCE	15
TITLE 14. SICK LEAVE	19
TITLE 15. HOLIDAYS	19
TITLE 16. VACATIONS	20
TITLE 17. MISCELLANEOUS	21
TITLE 18. BENEFITS.....	22
TITLE 19. RETIREMENT	28

TITLE 20. SEVERABILITY CLAUSE	32
TITLE 21. TERM OF AGREEMENT.....	32
TITLE 22. PAST PRACTICES	32
EXHIBIT "A" - WAGE SCALE	35
EXHIBIT "B" - GRIDLEY POLICE DEPT. SUBSTANCE ABUSE POLICY.....	37
EXHIBIT "C" - AMENDMENTS TO PERSONNEL RULES APPLICABLE TO GPOA	44

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this 2nd day of September 2014, to be effective July 1, 2014, 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 and GRIDLEY-BIGGS POLICE DEPARTMENT (during the term of the contract with the City of Biggs) 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 he/she be withheld for equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent himself individually in his 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, 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 his 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.

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. 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.
- 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 his 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 18.11.

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 Nine hundred nineteen dollars (\$919) 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. 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.

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 "Schedule of Wage Rates" which shall be effective from July 1, 2014 through June 30, 2019. The wage schedule is based upon the following adjustments:

Effective Dates:	7/01/14
<u>Position</u>	
Police Officer	8%
Detective*	8%
BINTF Detective*	8%
Police Sergeant	8%
Public Safety Dispatcher/Records Technicians	6%
Animal Control Officer	6%

*Assignment

Effective May, 2015, and May of each year thereafter, the Parties shall open the Memorandum of Understanding for the purposes of a Meet and Confer on wage increases only.

Financial Ability to Meet Future MOU Commitments

It is mutually agreed that the City of Gridley may have limited financial ability to fund the implementation of the salary increases for fiscal years 2015--2019; such ability is entirely dependent upon the economic conditions that prevail in the community, and legislative actions of the State of California. The City Administrator and representatives of the GPOA will meet each year, after the adoption of the state budget, to review the status of revenue forecasts associated with property taxes estimates developed by the Butte County Auditor-Controller, sales taxes forecast information generated by the State Board of Equalization, and Motor Vehicle In-lieu reimbursement allocations issued by the State Controller.

Any legislative changes in the allocation formulas used for distributing property taxes, sales taxes or motor vehicle in-lieu fees to the City, that decreases the amount of such revenues received by the City, shall result in the suspension of any salary adjustments associated with the salary increases addressed herein. Further, in the event sales tax receipts received are less than the amount set forth in the adopted budget, such event shall also result in the suspension of any salary adjustments associated with the salary increases referenced in this Memorandum of Understanding. The City will meet with the GPOA as soon as practical to discuss any such suspension and whether such suspension of salary increases shall become permanent. In the event that there are delays in the adoption of the State Budget, any scheduled salary adjustments resulting from the classification and salary study referenced in this Memorandum of

Understanding may be implemented retroactively to the first full pay period in July, except as otherwise provided here.

Exhibit "A" effective July 1, 2014 supersedes and replaces the previously approved Exhibit "A" effective January 1, 2011 to June 30, 2013.

9.4 Longevity Pay

The following longevity pay applies to all full time employees within the bargaining unit:

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

Longevity pay will be effective at the beginning of the month following the applicable anniversary date.

9.5 Field Training Officer (FTO) Pay

Effective July 1, 2011 individuals assigned as Field Training Officers (FTOs) shall receive one hour of base salary per day (calculated at overtime at a rate not to exceed one and a half (1.5) times the base (FTO pay is in recognition of the additional supervisory time will routinely require the FTO to work one hour overtime to complete the additional administrative documentation.

9.6 Educational Incentive

Effective July 1, 2011 the 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 a California Community College, State University or a private educational institution approved by the Police Chief.

9.7 Tuition Reimbursement

Effective July 1, 2006, positions covered by this agreement shall be eligible to participate in the Tuition Reimbursement program for law enforcement related courses. Advance approval for the course and institution by the Police Chief is required. Courses must be taken outside of regular work hours. The reimbursement may apply to fees and books not to exceed \$500 per year. Reimbursement is to be made following satisfactory completion of the class with a grade 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. 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 the 4/10 work schedule with the work period for a 4/10 shift being four (4) ten (10) hour work days during a work period.

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 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.

10.5 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.

10.6 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.

10.7 Court Call Off (Day Off)

In the event that an individual is subpoenaed to court to testify on his or her 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.

10.8 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.

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 10.1, 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 his

previous classification. However, should the employee successfully seek employment within the jurisdiction of the ASSOCIATION after his "leave" expires, he shall suffer loss of seniority for job bidding purposes only. He shall work within the jurisdiction of ASSOCIATION for a period equal to the time he was outside of the ASSOCIATION jurisdiction to receive his job bidding seniority.

13.8 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 13.1 to 13.6, inclusive. Upon qualifying for re-employment under any such law, and being re-employed, he will be granted a further retroactive "Leave of Absence" to cover the balance of his 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. 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 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.

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 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 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.

14.2 Allowance

Sick leave shall be allowed for an absence due to a bona fide illness, off-duty injury, or confinement for medical treatment. A Doctor's certificate, showing proof of illness, may be required by the CITY at any time as appropriate. Any such certification shall be paid by the CITY.

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.

TITLE 15. HOLIDAYS

15.1 Holiday Entitlement

Effective July 1, 2008 in lieu of compensation for the following holidays, 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 receive overtime at a rate equivalent to four (4) hours additional time at the individual employee's straight time rate of pay.

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 |
| • Presidents Day | Third Monday in February |
| • Memorial Day | Last Monday in May |
| • Independence Day | July 4 |

- Labor Day First Monday in September
- 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 (3) (one (1) for employees hired after July 1, 2011)

TITLE 16. VACATIONS

16.1 Vacation Allowance

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

LENGTH OF SERVICE	ANNUAL RATE	MAXIMUM ACCRUAL
Less than five (5) years of continuous employment	80 hours per year	160 hours
Beginning of the 6 th year to the end of the 10 th year of continuous employment	120 hours per year	240 hours
Beginning of the 11 th year to the end of the 20 th year of continuous employment	160 hours per year	320 hours
Beginning of the 21 st year and up of continuous employment	200 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.

16.2 Sick Leave

THE CITY shall not require an employee to take vacation in lieu of sick leave or "Leave of Absence" due to illness. 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.

16.3 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.

16.4 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.

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 \$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.

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

All current 2014 health and welfare plan conditions shall remain in full force and effect through December 31, 2014. GPOA has agreed to exit CalPERS medical effective January 1, 2015.

Effective January 1, 2015, the following provisions shall become effective:

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

For 2014 employees shall contribute the following monthly amounts to participate in the current medical plans.

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

Effective January 1, 2015 and thereafter, employees shall contribute the above dollar amounts plus 20% of any premium increase for their selected Blue Cross Plan.

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**

Effective July 1, 2014, 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 (June 30, 2019).

The CITY shall provide the above coverage for the employee and his/her dependents.
Dental insurance Upon Separation:

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 \$20,000 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 employees voluntary participation in qualified 457 Deferred Compensation programs. The city will match \$25 per month for those GPOA members who contribute at least \$25 per month to the program.

18.6 Incentive Pay

For employees hired prior to July 1, 2011, the incentive pay percentages listed below shall be converted to an equivalent flat dollar amount (provided the salary increase specified for the first pay period in July 2011 is included in the conversion) plus fifty (\$50) dollars per certificate as indicated below:

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%

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

Intermediate Level * 2.5%

Advanced Level * (Additional) 2.5%

* Qualification for Incentive Pay shall be based upon an equivalent number of training points, education and experience as follows:

INTERMEDIATE SWORN OFFICER LEVEL

Applicants for the award of Intermediate Certificate shall:

- Satisfy the requirements specified in Regulation Section 9070(d)
- Possess or be eligible to possess the Basic Certificate for the current position
- Satisfy one of the following eligibility combinations:

Degree or Education Points		Law Enforcement Experience		Training Points
Bachelor Degree	and	2 Years	Plus	0
Associate Degree	and	4 Years	Plus	0
45 Education Points	and	4 Years	Plus	45
30 Education Points	and	6 Years	Plus	30
15 Education Points	and	8 Years	Plus	15

ADVANCED SWORN OFFICER LEVEL

Applicants for the award of an Advanced Certificate shall:

- Satisfy the requirements specified in Regulation Section 9070(d)
- Possess or be eligible to possess the Intermediate Certificate for the current position

- Satisfy one of the following eligibility combinations:

Degree or Education Points		Law Enforcement Experience		Training Points
Master Degree	and	4 Years	Plus	0
Bachelor Degree	and	6 Years	Plus	0
Associate Degree	and	9 Years	Plus	0
45 Education Points	and	9 Years	Plus	45
30 Education Points	and	11 Years	Plus	30

INTERMEDIATE DISPATCHER LEVEL

Applicants for the award of a Dispatcher Intermediate Certificate shall:

- Satisfy the requirements specified in Regulation Section 9070(c)
- Possess or be eligible to possess the Dispatcher Basic Certificate for the current position
- Satisfy one of the following eligibility combinations:

Degree or Education Points		Law Enforcement Experience		Training Points
Bachelor Degree	and	3 Years	Plus	0
Associate Degree	and	5 Years	Plus	0
45 Education Points	and	5 Years	Plus	12
30 Education Points	and	7 Years	Plus	11
15 Education Points	and	9 Years	Plus	10

ADVANCED DISPATCHER LEVEL

Applicants for the award of a Dispatcher Advanced Certificate shall:

- Satisfy the requirements specified in Regulation Section 9070(c)
- Possess or be eligible to possess the Dispatcher Intermediate Certificate
- Satisfy one of the following eligibility combinations:

Degree or Education Points		Law Enforcement Experience		Training Points
Master Degree	and	5 Years	Plus	0
Bachelor Degree	and	7 Years	Plus	0
Associate Degree	and	9 Years	Plus	0
45 Education Points	and	9 Years	Plus	12
30 Education Points	and	11 Years	Plus	11

TRAINING POINTS: Eight classroom hours of job-related training approved by the CITY.

EDUCATION POINTS: One semester unit from an accredited college or university.

Training acquired in the basic dispatcher's course may be credited toward the number of training points necessary to obtain the incentive.

To qualify for the incentive, the Dispatcher or Animal Control Officer must have completed a combination of training, education, and experience as previously specified. For example, a Dispatcher must have completed 240 hours of training plus 20 semester units, plus 12 years of experience to be eligible for the Advanced Incentive Compensation as a 12-year veteran employee.

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

Effective July 1, 2011 Bilingual Pay shall be converted to an equivalent flat dollar amount (provided the salary increase specified for the first pay period in July 2011 is included in the conversion) plus Fifty (\$50): An employee shall receive bilingual pay of five percent (5%) of base salary 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. Effective July1, 2011, CITY agreed 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 pays 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 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:

- A. 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.
- B. Converted to years of service credits under PERS guidelines (all employees)
- C. 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 A, B or C above in any combination but only up to the total available accrual at the time of retirement for the employee.

19.3 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. A new hire that was brought into CalPERS membership for the first time before January 1, 2013.
- B. 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.
- C. 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 in Government Code section 7522.04(f) as any of the following:

- A. 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
- B. 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
- C. 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

- A. The 3% at 50 formula shall be provided for Safety Classic Members hired prior to January 1, 2013.

- B. The 2% at 55 PERS formula shall be provided for Classic Member employees hired prior to January 1, 2012.

New Member Retirement Formula

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

Employee Contribution

- A. Effective October 1, 2014 (or as soon as administratively possible) Employees classified as Classic Members:
- Shall pay 100% of the member contribution, 9%.
- B. Employees classified as New Members:
- Shall pay 50% of the PERS “normal costs” rounded to the nearest quarter of 1 percent (as defined in PEPRA).
 - Shall be notified of the monthly contribution rate for the following fiscal year in the first quarter of each calendar year.
- C. All applicable contributions identified in (A) or (B) above 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.

19.4 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 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, 2014 and shall continue in full force and effect through June 30, 2019.

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 ___ day of _ 2014.

**GRIDLEY POLICE OFFICERS
ASSOCIATION**

CITY OF GRIDLEY

BY: [Signature] PRESIDENT

BY: [Signature]

DATED: _____

DATED: 8-11-15

BY: [Signature] SEC/TRES.

DATED: 2-6-15

BY: [Signature] GPOA MEMBER

DATED: 2-5-15

**GPOA MEMORANDUM OF UNDERSTANDING
2014-2019**

EXHIBITS

EXHIBIT "A"
Wage Scale

City of Gridley
Schedule of Wage Rates -
Sworn Officers
Bargaining Group: GPOA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	4,995	5,245	5,507	5,782	6,071	6,223	6,379
Police Officer	4,143	4,350	4,568	4,796	5,036	5,162	5,291

**Certificate and other
additional pay**

**Intermediate POST Certificate (2.5% with
qualifications)-Flat Rate 7-1-2011**

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

**Advanced Certificate (2.5% with qualifications - in addition to
intermediate certificate)-flat Rate 7-1-2011**

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

**Assignment - Detective
(5%)**

Police Officer	207	218	228	240	252	258	265
----------------	-----	-----	-----	-----	-----	-----	-----

**Bilingual pay (Flat Rate
7-1-2011)**

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

Longevity

1% at 10 years of service

Police Sergeant	50	52	55	58	61	62	64
Police Officer	41	44	46	48	50	52	53

2% at 15 years of service

Police Sergeant	100	105	110	116	121	124	128
Police Officer	83	87	91	96	101	103	106

3% at 20 years of service

Police Sergeant	150	157	165	173	182	187	191
Police Officer	124	131	137	144	151	155	159

Educational incentive pay -Flat rated

7-1-2011

1% for Associates Arts

Degree

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

2.5% for Bachelor's

Degree

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

5% for Master's Degree

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

EXHIBIT "A"
Wage Scale

City of Gridley

Schedule of Wage Rates - Non-sworn employees

Bargaining Group: GPOA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Evidence Officer							
Public Safety Dispatcher/ Animal Control Officer	3,143	3,301	3,466	3,639	3,821	3,917	4,015

Certificate and other additional pay

Intermediate POST Certificate or Bilingual Pay (2.5% with qualifications)

Flat Rate 7-1-2011

Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
------------------------------	-----	-----	-----	-----	-----	-----	-----

Advanced Certificate (2.5% with qualifications - in addition to intermediate certificate)

Flat Rate 7-1-2011

Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
------------------------------	-----	-----	-----	-----	-----	-----	-----

Longevity

1% at 10 years of service

Public Safety Dispatcher/ACO	31	33	35	36	38	39	40
------------------------------	----	----	----	----	----	----	----

2% at 15 years of service

Public Safety Dispatcher/ACO	63	66	69	73	76	78	80
------------------------------	----	----	----	----	----	----	----

3% at 20 years of service

Public Safety Dispatcher/ACO	94	99	104	109	115	118	120
------------------------------	----	----	-----	-----	-----	-----	-----

Educational incentive pay (Flat Rate 7-1-2011)

1% for Associates Arts

Degree

Public Safety Dispatcher/ACO	78	80	81	83	84	85	86
------------------------------	----	----	----	----	----	----	----

2.5% for Bachelor's Degree

Public Safety Dispatcher/ACO	121	124	128	132	136	138	141
------------------------------	-----	-----	-----	-----	-----	-----	-----

5% for Master's Degree

Public Safety Dispatcher/ACO	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:

- A. 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;
- B. 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;
- C. 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";
- D. 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;
- E. notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of city equipment; and,
- F. 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:

- A. 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.
- B. 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.

1. 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.
2. 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.
3. 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.
4. 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:

1. An employee who is directed to submit to an intoxilyzer test or fitness for duty examination and willfully refuses or fails to do so.
2. An employee refuses to comply with the requests or instructions of the examining physician or person administering the intoxilyzer test.
3. An employee tests positive for drugs and/or alcohol on the initial test and/or secondary tests administered.
4. An employee was on duty when he/she knew or should have known that he/she was unfit for duty.
5. 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:

1. Previous discipline.
2. The nature and severity of the offense.
3. Employee culpability.
4. 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:

1. the employee enters a drug or alcohol rehabilitation program acceptable to both the City and the employee;
2. the employee successfully completes the program within the prescribed time;
3. the employee complies with all conditions and directives of the program, including periodic drug testing if applicable;
4. 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.

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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 Paragraph 1 of this Agreement.
8. 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 in Paragraph 1 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.
9. 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 Signature

City Representative Signature

Date _____

Date

Employee Representative Signature

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:

- A. Neglect of Duty.
- B. Dishonesty.
- C. Being under the influence of alcohol or drugs.
- D. Unlawful use, sale or possession of narcotics or habit forming drugs.
- E. Unauthorized absence without leave.
- F. 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.
- G. Immorality.
- H. Repeated violation of safety procedures.
- I. Misuse of City property.
- J. Violation of any of the provisions of these rules or departmental rules and regulations.
- K. Other failure of good behavior either during or outside of duty hours which is of such nature that causes discredit to the City.
- L. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment.
- M. Fraud in securing appointment.
- N. Insubordination.
- O. Unsatisfactory performance.
- P. Inefficiency.
- Q. 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.