

MEMORANDUM OF UNDERSTANDING

between

THE DESIGNATED REPRESENTATIVES OF THE CITY OF REDDING

and

THE DESIGNATED REPRESENTATIVES

of the

REDDING PEACE OFFICERS ASSOCIATION OF REDDING

EFFECTIVE:	July 1, 1974 (Insofar as legally possible)
AMENDED:	May 29, 1975, to be effective June 29, 1975
AMENDED:	June 20, 1978, to be effective June 25, 1978
AMENDED:	August 2, 1982, to be effective July 7, 1982
AMENDED:	August 11, 1983, to be effective July 3, 1983
AMENDED:	November 5, 1984, to be effective November 4, 1984
AMENDED:	April 7, 1987, to be effective July 1, 1986
AMENDED:	July 18, 1989, to be effective June 25, 1989
AMENDED:	April 6, 1993, to be effective April 6, 1993
AMENDED:	June 21, 1994, to be effective June 19, 1994
AMENDED:	January 2, 1996, to be effective December 17, 1995
AMENDED:	April 7, 1998, to be effective September 20, 1997
AMENDED:	May 7, 2002, to be effective April 14, 2002
<u>AMENDED:</u>	<u>March 21, 2006, to be effective March 12, 2006</u>

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NOTE: Amendments, effective March 12, 2006, are shown by underlining the new language and striking ~~lining~~ out the deleted language.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 26th day of June, 1974, by and between the designated representatives of the CITY OF REDDING (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 Redding Peace Officers Association ~~of Redding~~ (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Association;

WITNESSETH:

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, the Association and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City;

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

ARTICLE 1: PREAMBLE

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

1.2 It is the policy of the City and the 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 The City is engaged in rendering services to the public and the City and the Association recognize their mutual obligation for the continuous rendition and availability of such services.

1.4 The duties performed by employees of the City as part of their employment pertain to and are essential to the operation of a municipality and the welfare of the public dependent thereon. During the term of this Memorandum of Understanding, employees shall not partially or totally abstain from the performance of their duties for the City. The Association shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities. Those employees who do individually or collectively, partially or totally abstain from the performance of their duties for the City shall be subject to disciplinary action up to and including discharge from employment without recourse.

1.5 City employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the City and its service to the public and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

1.6 The City and the Association shall cooperate in promoting harmony and efficiency among City employees. The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The Association agrees that it will follow the procedures as set forth in this Memorandum of Understanding or the bargaining process required by the Meyers-Milias-Brown Act and will make every effort to persuade its members to also use the established procedures, rather than to use any other method or forum such as appeals directly to the news media or the City Council for resolution of problems or disputes arising out of this Memorandum of Understanding.

1.7 Notwithstanding anything to the contrary, the Redding Peace Officers Association of ~~Redding~~ recognizes and accepts the right of City of Redding management to manage the City. It is agreed by the parties to this Memorandum that management rights include, by way of illustration and not by way of limitation, the following: (a) the full and exclusive control of the management of the City; (b) the supervision of all operations, methods, processes and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces; (c) the right to determine the work to be done by employees; (d) the right to change or introduce new or improved operations, methods, means or facilities; and (e) the right to hire, schedule, promote, demote, transfer, release and lay off employees and the right to suspend, discipline and discharge employees and otherwise to maintain an orderly, effective and efficient operation. The parties acknowledge that the foregoing management rights are subject to any provisions of this Memorandum of Understanding which specifically modify or limit management's exercise of the foregoing rights, and except as these rights have been so modified herein, they shall not be subject to the grievance procedure.

1.8 The schedule and staffing plan for the Field Operations Unit provides for a four (4) day work week with ten (10) hour working days at regular time. It is recognized that management has the right to schedule employees and to determine the staffing plan; however, a specific exception shall apply exclusively to the reversion to a five (5) day work week with eight (8) hour working days in that this reversion shall be subject to the meet-and-confer process as provided for by the Meyers-Milias-Brown Act and this agreement.

ARTICLE 2: RECOGNITION

2.1 The City recognizes the Association as the "Majority Representative" of all employees of the City Police Department who hold a classification listed on Exhibit "A" of this Memorandum of Understanding. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the City of Redding for whom the Redding Peace Officers Association of ~~Redding~~ is the established majority representative.

2.2 Official representatives of the Association will be permitted access to City property to confer with City employees on matters of employer-employee relations, but such representatives shall not interfere with work in progress without agreement of Management.

2.3 The City will provide the Association adequate bulletin board space for the purpose of posting thereon matters relating to official Association business.

2.4 The City and the Association will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of the employee's membership or non-membership in the Association or his activity on behalf of the Association.

2.5 Any employee, at the employee's request, shall be permitted representation by an Association representative on any grievance or disciplinary matter. In particular, the parties acknowledge the provisions of California Government Code Section 3300 et. seq. as it exists or may be subsequently amended by the California Legislature.

2.6 Joint Association-Management meetings shall be held as often as agreed upon by the Association and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter, provided the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. Those in attendance shall consist of the Association's Negotiating Committee and the City's Police Chief, the City's Personnel ~~Manager~~ Director and such other management personnel as determined by the Personnel ~~Manager~~ Director. The meetings shall be summarized in written minutes. Except that the provisions of this section shall be observed, the meetings shall be self-organizing.

ARTICLE 3: ASSOCIATION SECURITY

3.1 The City shall deduct from their wages, the regular membership dues of the employees who are members of the Association and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

3.2 Deductions shall be made from the first and second payroll periods of each month in approximately equal amounts and a check for the total deductions shall be submitted to the Redding Peace Officers Association ~~of Redding~~ within five (5) working days of the date the deductions are withheld from the employee's check. Deductions may include individual insurance and benefit programs.

3.3 The form of check-off authorization shall be approved by both the City and the Association.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Any grievances which may arise between the Association or any of its members and the City, with respect to the interpretation or application of any of the terms of this Memorandum of Understanding and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual employee, shall be determined by the provisions of this article, except that such matters as are included in the definition of impasse as set forth in

Resolution No. ~~2002-170~~ 4217 are not a grievance. Probationary employees shall not be entitled to invoke Article 4, Grievance Procedure, with regard to matters of discharge, or demotion. This shall not, however, prevent a probationary employee from exercising any other rights under this Memorandum of Understanding. Every employee designated by the City to hear the grievance of a subordinate shall have the authority to settle that grievance.

4.2 The initial step in the adjustment of a grievance shall be a discussion between the Association's President or Vice President, or any other person designated by the grievant, and the immediate Management Supervisor directly involved, Division Head or Department Head as applicable, who will answer within ten (10) work days. This step shall be started within thirty (30) work 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. This step may be taken during the working hours of the Association President or Vice President. The foregoing steps may be supplemented by written presentations as well as the oral discussions required above. The notice of the time, date and location of all meetings between the grievant's representatives and management representatives must be in writing.

4.3.1 For matters regarding MOU interpretation the following provisions will apply:

4.3.1(a) Step Two: If the initial step in resolving the grievance (step one) was at a lower administrative level than the Chief of Police, and the grievance was not resolved at Step One, the second step shall be a discussion between the Association's President or Vice President or representative designated as such by the grievant and the Chief of Police, who shall answer within ten (10) work days. This step shall be taken within ten (10) work days of receipt by the grievant of the answer in Step One.

4.3.1(b) Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, by the Association President or Vice President or representative designated as such by the grievant to the Personnel ~~Manager~~ Director, who shall answer, in writing, within ten (10) work days. The third step shall be taken within ten (10) work days of receipt by the grievant of the answer in Step Two.

4.3.1(c) Step Four: If a grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance, in writing, by the Association President or Vice President or representative designated as such by the grievant to the City Manager or designee (Assistant City Manager or Deputy City Manager), who shall answer, in writing, within ten (10) work days. The fourth step shall be taken within ten (10) work days of receipt by the grievant of the answer in Step Three. If requested by the grievant, a meeting shall be held between the City Manager or designee and the grievant prior to a response.

4.3.2 For matters regarding non-Skelly disciplinary situations the following procedures will apply:

4.3.2(a) The initial step in resolving the grievance shall be a discussion between the Association's President or Vice President or representative designated as such by the grievant and the Chief of Police, who shall answer within ten (10) work days.

4.3.2(b) Step Two: If a grievance is not resolved in the initial step, the second step shall be the presentation of the grievance in writing by the Association President or Vice President or representative designated as such by the grievant to the Personnel ~~Manager~~ Director, who shall answer in writing within ten (10) work days. The second step shall be taken within ten (10) work days of the date of the answer in the initial step.

4.3.2(c) Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance in writing by the Association President or Vice President or representative designated as such by the grievant to the City Manager or designee (Assistant City Manager or Deputy City Manager), who shall answer in writing within ten (10) work days. The third step shall be taken within ten (10) work days of the date of the answer in the second step.

4.3.2(d) Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in step three.

4.3.3 Grievances that appeal a disciplinary action wherein a pre-disciplinary hearing (Skelly) has been afforded the employee with the City Manager, shall be filed initially at arbitration.

4.4(a) Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral by either the City or the Association to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in Step Three.

4.4(b) Within five (5) working days of the City's receipt of a request by the Association to submit a grievance to arbitration the City will solicit a list of not more than ten (10) arbitrators from the State of California Conciliation and Mediation Service. A copy of such list shall be forwarded to the Association's mailing address upon receipt by the City. The parties agree to act expeditiously in the selection of an arbitrator. If the Association and the City fail to reach mutual agreement on the selection of an arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCCMS. The first party to strike a name shall be determined by lot. The costs of arbitration shall be borne equally by the City and the Association. The City and the Association shall pay the compensation and expenses for their respective witnesses. At the Association's request, the City shall release employees from duty to participate in arbitration proceedings.

4.4(c) The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The decision of the arbitrator shall be final and binding on the City and the Association and the aggrieved employee, if any, provided that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

4.5 Failure by either party to meet any of the aforementioned time limits as set forth in Subsection 4.2, 4.3.1(a), 4.3.1(b), 4.3.1(c) 4.3.2(a), 4.3.2(b), 4.3.2(c), 4.3.2 (d), 4.4(a) or 4.4(c) will result in forfeiture by the failing party; except however, that the aforementioned time limits may be extended by mutual written agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

4.6 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 the Association, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding, and further provided that the Association's President shall be given an opportunity to be present at such adjustment.

4.7 Whenever the term work day or working day is used in this article, it shall mean any day that City Hall is open to the public.

ARTICLE 5: SAFETY

5.1 The City Council desires to maintain a safe place of employment for City employees and to that end City management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.2 Regular meetings will be held on all jobs to plan the job and emphasize safety in its performance.

5.3 Regular safety meetings will be held once every two (2) months for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders and for training in first aid. The Association may request no more than six (6) safety meetings in a calendar year to discuss unsafe working conditions. The City shall accommodate such requests.

ARTICLE 6: DISABILITY AND UNEMPLOYMENT

6.1 An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the City. Such employee shall be compensated at the then current rate of pay of the employee's regular classification while engaged in such temporary duties. The City may require an employee requesting to return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by the City for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee, to the employee's fellow employees or to the employee's own permanent health.

6.2 Vacation and sick leave shall be accrued and group health and welfare insurance coverage shall be maintained while a Regular employee is absent from work as a result of a job related disability and receiving Workers' Compensation temporary disability compensation as set forth in Section 4850 of the Labor Code of the State of California for the period of such disability, but not exceeding one (1) year. Employees who are not entitled to the benefits as set forth in Section 4850 of the Labor Code of the State of California, but who are receiving Workers' Compensation temporary disability benefits, may, nevertheless, at their option, maintain their group health and welfare insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of five (5) years, which includes one (1) year of 4850 paid time, providing the employee pays his or her share of the monthly premium to the City of Redding on or before the first day of the month for which the premium is

intended. Holidays which occur during the period for which any employee is receiving temporary disability compensation shall not be recognized by such employee for compensation purposes.

ARTICLE 7: EMPLOYEE STATUS

7.1 Employees will be designated as Regular or full time temporary depending upon the purpose for which they are hired and their length of continuous service with the City.

7.2(a) A Regular employee is an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A Regular employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, health and welfare insurance coverage and items of a similar nature as the employee becomes eligible. Employees shall serve a probationary period upon initial appointment as follows:

<u>Lateral Police Officer</u>	<u>One Year (12 months)</u>
<u>Entry Level Police Officer</u>	<u>One and one-half years (18 months)</u>
<u>Police Recruit</u>	<u>While attending Police Academy training. Upon successful completion of Police Academy training, a Police Recruit will be reclassified to Police Officer and the employee will, at that time, begin to serve the designated probationary period for Entry Level Police Officer.</u>

~~Lateral Police Officers shall serve a probationary period of one (1) year upon initial appointment. Entry Level Police Officers and Police Recruits shall serve a probationary period of one and one-half (1½) years upon initial appointment. (including time spent classified as a Police Recruit attending the Academy, if applicable. An employee’s probationary period shall be extended by the duration of any paid or unpaid absence of two (2) or more consecutive pay periods. ten (10) or more consecutive workdays.~~

7.2(b) A probationary period may also be extended at the discretion of City management for a period not to exceed six (6) months for the purpose of enabling a more extensive review and evaluation of a probationary employee prior to the employee attaining permanent status. A probationary employee shall be notified in writing of such an extension not less than ten (10) working days prior to the expiration of the probationary period.

7.2(c) A Regular City employee who transfers to the Police Department as a sworn ~~officer personnel~~ will begin a new probationary period as outlined in this section. However, for the purposes of seniority within the Police Department, seniority time will start at the time of appointment. All other benefits shall be calculated based upon total City time, with the exception of the selection of watch, days off and vacation scheduling or as otherwise outlined in this Agreement.

7.2(d) Employees serving their initial probationary period shall not be eligible for leave of absence, funeral leave for non-immediate family members, educational incentive pay, or items of a similar nature.

7.3 A full time temporary employee is defined as an employee hired for occasional or seasonal work for a period not to exceed six (6) months. A full time temporary employee shall receive not less than the minimum rate for the job but shall not be eligible for sick leave pay, holiday pay, vacation pay, health and welfare insurance coverage, retirement plan participation or items of a similar nature, nor shall he accrue seniority or promotion and transfer rights or leave of absence rights. If a full time temporary employee is reclassified to Regular status, the employee shall serve a new probationary period as outlined in Article 7.2(a), and shall be credited with all continuous service in determining eligibility for such benefits as may accrue to the employee in his or her new status.

7.4 All promotional appointments to the classifications of Police Corporal and Police Sergeant will be probationary for one full year. If the probationary period is not successfully completed, the person shall return to the classification from which they were promoted; provided however that such return rights do not apply to an employee who was discharged for cause while serving a probationary period. In such case such employee shall have the right to appeal the discharge through the grievance procedure (Article 4).

7.5 An employee returning to City service in a position in this unit, who had attained at least step four of the salary range prior to the period of separation, may be placed at a higher step in the salary range at the discretion of the Chief of Police.

ARTICLE 8: WAGES AND CLASSIFICATIONS

8.1(a) Employees shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it. Step increases will be granted as follows: After twenty-six (26) full pay periods of employment at Salary Step 1 and with an overall satisfactory or above performance rating, an employee will be advanced to Salary Step 2. After twenty-six (26) full pay periods of employment at each subsequent salary step with an overall satisfactory or above work performance, an employee will be advanced to the next higher step. The effective date of promotion to a new classification or advancement to a higher wage step shall be the first day of the pay period following qualification for the promotion or advancement to a higher wage step.

8.1(b) Should a Police Officer wish to appeal a denial of a step increase, the officer may do so by submitting an appeal (1) to the Chief of Police, and if not resolved, (2) to an advisory committee comprised of two (2) representatives designated by the Association and one (1) representative designated by Police management. The committee will consider the appeal and make an advisory recommendation to the City Manager whose decision will be final. Such appeal must be made within thirty (30) days of the date of denial of the merit increase.

8.2 Wages shall be paid at bi-weekly intervals on Thursdays for a pay period ending no earlier than the preceding Saturday. If a payday falls on a holiday, payment shall be made on the preceding workday. All employees hired after March 12, 2006, must make arrangements to have their pay deposited to a bank account via electronic transfer.

8.3(a) When an employee is temporarily assigned to work in a classification higher than the employee's regular classification, the employee shall be paid at the rate established for the

higher classification, with a minimum of four (4) hours and time computed to the next full hour, except when the work is performed outside of the regular work hours and the duration is less than four (4) hours. When an employee is temporarily assigned to work in a higher classification which has a wage range overlapping the wage range of the employee's regular classification, the employee shall be paid at the wage rate of the classification to which the employee is temporarily assigned, which is next higher to the employee's present wage rate, but not more than the top wage rate of the temporary classification.

8.3(ba) A Police Corporal shall be granted a 5% upgrade when performing higher duties due to an extended absence of a Police Sergeant when performing such duties for a full work day.

8.4 When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the rate of pay will not be reduced.

8.5 For purposes of wage rate progression in a temporary classification, the time worked by an employee in other than the employee's regular classification shall also be accrued in such temporary classification.

8.6(a) Attached hereto and made a part hereof is Exhibits "A" entitled "Schedule of Wage Rates."

8.7 Attached hereto and made a part hereof is Exhibit "B" entitled "Job Definitions."

8.8(a) ~~Effective April 14, 2002,~~ Shift differential shall be paid to employees, including those employees assigned to Police Investigations, for regular hours worked when at least 50% of the employee's regularly assigned hours fall within the following shifts:

WATCH	HOURS	PAY PERCENTAGE
I (Graveyard)	2030 hours-0630 hours	5%
II (Days)	0600 hours-1600 hours	0
IIIA (Swings)	1400 hours-2400 hours	3.5%
	1600 hours-0200 hours	3.5%
IIIB (Swings)	1700 hours-0300 hours	5%
	1800 hours-0400 hours	5%

8.8(b) ~~Effective June 25, 1989,~~ POST and educational incentives shall be added to the base pay of those Regular employees who qualify as follows:

PAY	REQUIREMENTS
2.5% Plus \$130* \$100*	Associate of Arts or Science degree, or sixty (60) semester units, or a POST Intermediate Certificate.
5.0% Plus \$130* \$100*	Bachelor of Arts or Science degree, or one hundred twenty (120) semester units or a POST Advance Certificate.

*Effective July 2, 2006, the annual additional educational incentive shall be \$130 to be paid in equally divided installments with the City's regular bi-weekly payroll processing. *The annual \$100.00 additional educational incentive to be effective June 19, 1994, and The additional education incentive will be added to either the two and one half percent (2 ½%) or the five percent (5%) educational incentive; but not both. The initial eligibility for the annual \$100.00 will be paid on the next scheduled payment date. The annual payment will be on a separate check and paid during the second pay period in July.

~~8.8(c) Dates stated regarding the beginning date of compensation elements are approximate. They will actually begin on the beginning day of a pay period closest to the stated date of beginning.~~

8.9 Bilingual pay of two and one half percent (2 ½%) shall be added to the base pay of qualified employees who have been designated by the Chief of Police, or designee, to utilize bilingual skills.

8.10 Temporary upgrade pay in the amount of five percent (5%) over base pay shall be paid to those employees assigned by the Chief of Police, via a Personnel Order, for the time spent actually performing designated specialty assignment functions. Examples of these assignments include the following: crowd control, defensive tactics, bomb disposal, field evidence, field training officer, hostage negotiator, honor guard, range master, SWAT, armorer, certified department instructor, i.e., first aid, force options, TASER, etc. Assignments not mentioned above shall require the advance approval of the Personnel Director.

ARTICLE 9: HOURS AND OVERTIME

9.1 All Regular employees will receive full time employment for each workweek employed, provided they report for duty and are capable of performing their work. This is not to be interpreted that the City does not retain the right to lay off or release employees on account of lack of work or other valid reason at the end of the work week.

9.2 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work and the time spent in traveling between such headquarters and the job site shall be considered as time worked.

9.3(a) A work week is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and a basic work week is defined to consist of five (5) consecutive workdays of eight (8) hours each, or four (4) consecutive workdays of ten (10) hours each. The basic workweek may begin on any day of the week or at any hour of the day during the workweek.

9.3(b) Police Officers assigned to Field Operations shall select watch and days off by seniority with the Department, ~~except as otherwise provided herein.~~ Effective March 12, 2006, seniority, for the purpose of this Article, will be defined as time in classification. Police Officers (including former Police Recruits) hired prior to March 12, 2006, having had their seniority ranking historically established by the Department, shall not be affected by this change. A list of the names of these employees, including the employee's established seniority date, is provided in Exhibit "F". Police Corporals shall also select watch and days off by seniority, ~~which, for the purpose of this Article, shall be defined as time in classification.~~ Shift rotation will be scheduled every four (4)

months beginning the first day of the pay period closest to January 1, May 1 and September 1. An officer will not be permitted to remain on a given shift in excess of twelve (12) consecutive months. Police Officers may be assigned to days off and a watch based on Departmental needs and/or administrative adjustments. As much notice as is practical will be provided when making assignments based upon Departmental needs and/or administrative adjustments. Any administrative adjustment in assignment made after completion of a watch sign up shall not give an employee the right to bump for another watch, a change in days off, or vacation.

- (1) Selection of a watch and days off, by Specialists, shall be conducted in the following manner:
 - a. K-9 Specialists shall select a watch and days off based on seniority with the Department. No more than one K-9 Specialist shall be on the same watch unless authorized by the Chief of Police.
 - b. Traffic Specialists shall select a watch and days off from those slots which have been scheduled by the Department. Selection shall be based on consecutive seniority as a Traffic Specialist. Traffic Specialists shall rotate between Watch II and Watch III as often as is practical.
 - c. DUI Specialists shall remain on special assigned watches.
 - d. Other Specialists shall be assigned as determined by the needs of the Department.

9.4 Overtime is defined as:

A	Time worked in excess of forty (40) hours in a workweek.
B	Time worked in excess of eight (8), <u>nine (9),</u> hours or ten (10) hours as applicable on a scheduled workday (the ten hour workday shall apply only to the part of the work force assigned to a four day, ten hour work week), <u>except when an employee has supervisor approval to work a flexible schedule pursuant to Article 9.9.</u>
C	Time worked on a non-workday.
D	Time worked outside of regular hours on a workday.
E	Time worked on a holiday.

Overtime shall be computed to the nearest one-quarter (1/4) hour. Time worked as defined in (A) or (C) above as a result of a shift change shall not be regarded as overtime for compensation purposes.

9.5(a) Overtime compensation shall be paid at a rate equivalent to one and one-half (1½) times the regular rate of pay or, at the employee’s option, the employee may elect to receive compensatory time off (CTO) with pay at the rate of one and one-half (1 ½) hours off for each overtime hour worked.

9.5(b) Employees who request ~~compensatory time off~~ CTO with seventy-two (72) hours advance notice will have their request approved as long as staffing does not drop more than one (1) below established minimum staffing levels. provided such leave does not create an “undue hardship,” as outlined in the federal regulations. For CTO requests that would cause staffing to drop more than one (1) below minimum staffing, it shall be the employee’s responsibility to arrange

for the employee's coverage. Requests for CTO ~~compensatory time off~~ without seventy-two (72) hours advance notice shall be considered for approval, taking into consideration operational needs, and the Supervisor shall have the discretion to approve or deny such request. ~~may be considered on a case-by-case basis.~~ A manpower shortage occurring after a request has been approved shall not cause an approval to be rescinded. Requests for CTO will be granted on a first-come, first-served basis and shall consist of no more than forty (40) consecutive hours per request.

9.5(c) Other forms of time off, such as injury, illness or vacation, which cause the shift to be at or below minimum staffing levels, shall not be a consideration when granting CTO. At least one officer will be allowed to take CTO when staffing is below shift minimum.

9.5(d) The maximum CTO ~~compensatory time off~~ available for any employee at any time shall be limited to the maximum allowable CTO accumulation pursuant to the Federal Fair Labor Standards Act. In the event overtime is worked when an employee has the maximum accumulation of CTO ~~compensatory time off~~, four hundred eighty (480) hours, the employee shall be paid for the overtime worked as set forth above.

9.5(e) Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive any unused CTO ~~compensatory time off~~ previously earned.

9.6(a) If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual time worked.

9.6(b) ~~Effective June 24, 1990,~~ Except in the circumstances outlined below, employees who are required to report for work on their non-workdays or on holidays they are entitled to have off, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in no event for less than three (3) hours' compensation.

9.6(c) Employees who are required to report for court duty on their non-workdays or on holidays they are entitled to have off shall be paid overtime compensation for the actual time worked, but in no event for less than four (4) hours' compensation. If an employee is required to report to court on the same day for the same subpoena following an appearance on that subpoena prior to 1200 hours the employee will be paid actual overtime worked for that subsequent appearance in addition to the minimum overtime compensation paid for the morning appearance. On multiple subpoenas for the same day employees will be allowed only one minimum overtime claim before 1200 hours and one minimum overtime claim after 1200 hours.

9.6(d) If an employee is called to work one (1) hour or less before the employee's regular hours were scheduled to begin on a workday and continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual time worked. Conversely, if an employee is called in to work more than one (1) hour before the employee's regular work hours were scheduled to begin, the employee shall receive the minimum overtime compensation outlined above.

9.6(e) Notwithstanding the foregoing, and subject to man-power availability, an employee who is called for such work outside of the employee's regular work hours on a scheduled work day, may upon mutual agreement between the shift supervisor and employee, begin and end a

shift early or late. ~~If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual time worked.~~

9.7 Overtime shall be distributed as equally as is practicable among those employees who are qualified and available and who volunteer for overtime work and the City shall not require employees who have worked overtime to take equivalent time off during a workday without pay.

9.8 ~~Effective June 24, 1990,~~ If an employee has received a subpoena for court appearance and the subpoena is subsequently cancelled, the employee shall receive compensation as outlined in Section 9.6 of this contract if the City has not made notice of the cancellation available to the employee by 1800 hours the day preceding the court appearance if such appearance is on the employee's scheduled work day, or by 1800 hours two days preceding the court appearance if such appearance is on the employee's non-workday or on a holiday the employee is entitled to have off.

9.9 Investigations Division.

a. Flexible Work Schedule.

As an exception to Article 9.3(a), employees assigned to the Investigations Division, with the approval of their supervisor, may opt to work a flexible work schedule of forty (40) hours in seven (7) calendar days, Sunday through Saturday.

b. Overtime Calculation.

As an exception to Article 9.4, employees working a flexible work schedule will be paid overtime for hours worked in excess of forty (40) in a work week of seven (7) calendar days, Sunday through Saturday. Paid leave shall count toward the overtime calculation.

9.10 Canine Officers shall be required to spend one-half (½) hour per day in the routine care and maintenance of their police dog. Whenever it becomes necessary for the Canine Officer to perform extraordinary care and maintenance service with their dog, with prior City approval, the Canine Officer shall receive compensation in addition to the regularly scheduled one-half (½) hour per day.

9.11 Assigned motorcycle officers shall be compensated an amount equal to two and one-half (2 ½) hours of overtime per pay period for the care, cleaning and maintenance of their assigned motorcycle.

ARTICLE 10: CITY SENIORITY

10.1 Seniority is defined as total length of continuous service with the City. In determining an employee's seniority, the continuity of this service will be deemed to be broken by termination of employment by reason of (1) resignation, (2) discharge for cause, (3) layoff, (4) failure to return immediately on the expiration of a leave of absence or acceptance of other full time

employment while on leave, and (5) absence without pay, without a leave of absence, in excess of three (3) workdays. Continuity of service will not be broken and seniority will accrue when an employee is (a) inducted, enlists or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine or under any Act of Congress which provides that the employee is entitled to reemployment rights, (b) on duty with the National Guard, (c) absent due to industrial injury, or (d) on leave of absence. Seniority, as defined in this section, does not apply to preference for selection of watch, days off, shift scheduling or vacation scheduling.

ARTICLE 11: PROMOTION AND TRANSFER

11.1 All promotions and transfers shall be in accordance with standards and procedures as determined by the City.

ARTICLE 12: DEMOTION AND LAYOFF

12.1 When it becomes necessary for the City to lay off Regular employees, the City will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given. Within each classification, all employees, other than Regular employees, shall be laid off prior to Regular employees being laid off. Employees serving an initial probationary period will be laid off prior to employees who have completed such period. Regular employees shall be laid off in the reverse order of seniority in the classification with the least senior employee being laid off first. Whenever two or more Regular employees in the same class have the same amount of class seniority, ties will be broken by giving greater preference to the employee with greater department seniority. If the tie is still unresolved, the tie shall be broken by giving greater preference to the employee with greater City seniority. If the tie is still unresolved, the tie shall be broken by lot.

12.2 An employee who has been laid off may elect to displace an employee in a lower paid class in the bargaining unit provided the employee has greater combined seniority than the employee to be displaced, calculated by adding seniority in the laid-off class to seniority in the lower-paid class. Whenever an employee demotes to a lower-paid class, the employee shall be placed on the salary step which has the closest wage rate to the employee's previous wage rate.

12.3 Laid-off employees shall be kept on a reemployment list for a period of two (2) years from the date of layoff, and shall have preferential rehire rights to the class from which the employee was laid off in the reverse order of layoff. Whenever it becomes necessary for the City to notify a laid-off-employee of a reemployment opportunity, the City shall do so by use of registered mail to the employee's last known address as supplied by the employee. Reemployment shall be based upon the laid-off employee's ability to meet current employment standards. If an employee does not accept reemployment, the employee's name shall be removed from the reemployment list and the employee shall no longer have reemployment rights. If a laid-off employee is subsequently re-hired off a reemployment list into a classification covered under the terms of this Memorandum of Understanding, the employee's unpaid sick leave balance, original hire date, and vacation accrual rate will be reinstated.

12.4 Employees who have elected to demote into a lower paying class shall have preferential promotion rights to the class from which they were demoted in the reverse order of

demotion. If an employee does not accept an offer of promotion to the class from which the employee was demoted, the employee will lose all preferential rights to re-promotion.

12.5 Sworn departmental management classifications may demote into the bargaining unit provided the above procedures are complied with.

12.6 In the event of potential layoffs, discussions will occur outside of the meet and confer process as to early retirement options that may be available.

ARTICLE 13: LEAVE OF ABSENCE

13.1 Leave of absence may be granted to Regular employees by the City Manager for urgent and substantial reasons, up to a maximum of one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason and in such cases a leave will be granted.

13.2 A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.

13.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. 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 in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to his or her former position and working conditions, providing that the employee is capable of performing the duties of his or her former position, except that if there has been a reduction of forces or his or her position has been eliminated during said leave, the employee will be returned to the position he or she would be in had he or she not been on a leave of absence.

13.4 An employee's status as a Regular employee will not be impaired by such leave of absence and the employee's seniority will accrue.

13.5 If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full time employment while on leave, the employee will thereby forfeit the leave of absence and terminate his or her employment with the City.

13.6 An employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits nor maintain group health and welfare insurance coverage. An employee may, however, at his or her option and expense, maintain his or her group health and welfare insurance coverage providing the full monthly premium is received by the City Treasurer 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 as a result of exhaustion of sick leave benefits, an employee's group health and welfare insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays his or her share of the premium on a timely basis.

ARTICLE 14: EXPENSES

14.1 Whenever an employee uses the employee's ~~his or her~~ personal automobile for the City's convenience, the employee ~~he~~ will be reimbursed therefor at the same rate per mile as established for Unrepresented ~~non-represented~~ City employees. Whenever an employee is assigned to travel out-of-town, the employee may chose to drive a City vehicle in lieu of driving their personal vehicle and receiving a mileage reimbursement.

14.2 Employees who have a temporary work assignment at such distance that it is impractical for them to return to their regular place of abode, will be allowed actual personal expenses for board and lodging for the duration of such assignment, provided they board and lodge at places approved by the City. The time spent by such employees in traveling to such temporary assignment at its beginning, to and from home on holidays and weekends and from such temporary assignment at its conclusion and any reasonable expense incurred thereby will be paid by the City.

ARTICLE 15: SICK LEAVE

15.1 Sick leave with pay shall be accumulated for each Regular employee at the rate of forty-six thousandths (.046) of an hour for each regular hour worked or on paid leave. (Accrual rate approximately one (1) day per month.)

15.2 Sick leave shall be allowed for a non-work related absence due to:

A	The inability of an employee to be present or perform his or her duties because of personal physical or mental illness, off duty injury or confinement for medical treatment
B	<u>The ability to attend</u> personal medical or dental appointments, which are impractical to schedule outside of regular working hours.
C	The need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family as defined in 16.1, for up to forty (40) eight (48) hours per incident.
D	<u>For family sick leave up to forty-eight (48) hours per calendar year for members of the immediate family as defined in 16.1.</u>

No person will be paid both sick leave and industrial injury leave pursuant to Labor Code Section 4850 on the same day; however, in cases of claimed industrial injuries where the City or its insurer is denying liability, accumulated sick leave may be used.

15.3 Management may require satisfactory evidence of illness or disability, if an attendance problem has been identified as defined in the City's Discipline Policy, before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical or psychiatric reasons to submit to an examination by a physician or physicians approved by City for the purpose of determining that such employee is physically or mentally fit and able to perform the duties of his or her former position without hazard to himself or herself or to his or her fellow employees or to his own permanent health. Such examination or examinations shall be at the sole expense of the City, and the employee shall be placed on leave with pay for the purposes of such examination.

15.4 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, he shall receive pay for the holiday as such and it will not be counted as a day of sick leave.

15.5 Any employee who, after ten (10) years of continuous service to the City terminates employment, shall be paid at the employer's regular pay rate for thirty-three and one-third percent (33 1/3%) of the employee's accumulated sick leave hours. For employees with fifteen (15) years or more but less than twenty (20) years of continuous service, the percentage set forth above shall be increased to forty-five percent (45%). For employees with twenty (20) years or more continuous service, the percentage set forth above shall be increased to sixty percent (60%).

An employee may, however, at the employee's option, elect to waive the foregoing benefit and in lieu thereof, receive credit for said unused/uncompensated sick leave toward the employee's retirement benefit through CalPERS. ~~the Public Employees' Retirement System pursuant to the contract between the City of Redding and the Public Employees' Retirement System.~~

15.6 In the event an employee exhausts all paid leave as a result of the employee's illness or injury, and subject to the approval of the employees Department Director, Personnel ~~Manager~~ Director and the City Manager, such employee may be advanced sick leave from his or her future accruals up to 80 hours per incident. Once the employee returns to duty, sick leave accrual hours will be applied to the negative sick leave account until it is zero. Should the employee terminate City employment with a negative sick leave balance appropriate adjustments will ~~would~~ be made to final paid leave cash pay-outs or other City monies owed the employee, if sufficient, otherwise the employee shall directly reimburse the City for such advance. Such reimbursement will be waived for employees who are terminally ill or totally disabled (100%).

ARTICLE 16: FUNERAL LEAVE

16.1 Regular employees who are absent from work due to the death of a member of the employee's "immediate family" shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty (40) working hours. "Immediate family" as used herein includes only employee's spouse, children, grandchildren, brothers, sisters, parents or grandparents of either spouse or other persons who are living in the employee's immediate household. The relationships included herein shall apply whether by blood or marriage.

16.2 Regular employees who are absent from work to attend the funeral of a person other than an immediate family member, who has some reasonable association to the employee (i.e., friend or acquaintance) shall give as much advance notice as possible and shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed one (1) regularly scheduled work day per funeral. A maximum of twenty-four (24) hours may be utilized for this type of leave in a calendar year.

16.3 An employee must be in a paid status on both scheduled workdays immediately adjacent to funeral leave in order to receive pay for such leave.

ARTICLE 17: HOLIDAYS

17.1 Regular employees, except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

HOLIDAYS	
A	January 1 st
B	The third Monday in January, known as Martin Luther King, Jr. Day
C	Lincoln Day
D	The third Monday in February, known as President’s Day
E	The last Monday in May, known as Memorial Day
F	July 4 th
G	First Monday in September, known as Labor Day
H	Employee’s Birthday
I	The second Monday in October, known as Columbus Day
J	November 11th, known as Veteran’s Day
K	Thanksgiving
L *	Friday after Thanksgiving, <u>except when the employee regularly works a 4/10 schedule.</u>
M *	<u>The last half of the normal work shift before Christmas, except when the employee regularly works a 4/10 schedule. four (4) work hours</u>
N	December 25 th

~~*Not a holiday for employees assigned to a ten-hour workday.~~

If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing holidays fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive another workday off with pay to be scheduled in the same manner as vacation days are normally scheduled. Notwithstanding the foregoing, an employee may observe his or her birthday holiday on his or her birthday or anytime during the pay period in which the birthday occurs, or the holiday may be deferred and scheduled as vacations are normally scheduled. When an employee works on their Birthday holiday, the employee shall receive pay at the straight time rate. Employees who work alternative work schedules commonly known as 4/10’s or 9/80’s and or 4/5/9’s will be entitled to holiday pay for eight (8), nine (9), or ten (10) hours as applicable.

17.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee’s holiday pay, be compensated therefor at the overtime rate of pay for all time worked on such days. An employee may, however, at the employee’s option, elect to observe that holiday at another time to be scheduled in the same manner as vacation days are normally scheduled, in which event any such employee will only be

compensated for time worked on that day at the overtime rate of pay and shall not receive holiday pay for such pay.

17.3 Employees must be in a paid status on both scheduled workdays immediately adjacent to the holiday in order to receive pay for the holiday. If an employee is in a non-pay status on either workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

ARTICLE 18: VACATIONS

18.1(a) Regular employees of the City shall accrue vacations, based on the length of their continuous service measured from their date of employment, with pay up to a maximum of 500 hours, for each regular hour worked, or on paid leave, as follows:

	ACCRUAL RATE PER HOUR	FROM	THROUGH PAY PERIOD	APPROXIMATE ACCRUAL RATE	YEARS OF SERVICE
A	.039	Date of Employment	104 th	2 weeks	1-4
B	.058	105 th	234 th	3 weeks	After 4
C	.068	235 th	364 th	3 ½ weeks	After 9
D	.077	365 th	494 th	4 weeks	After 14
E	.087	495 th	624 th	4 ½ weeks	After 19
F	.096	625 th	--	5 weeks	After 24

~~18.1(b) At the rate of thirty nine thousandths (.039) of an hour for each regular hour worked or on paid leave from the date of employment through the one hundred fourth (104th) full pay period employment. (Accrual rate approximately two (2) weeks per year up to four (4) years of service.)~~

~~18.1(c) At the rate of fifty eight thousandths (.058) of an hour for each regular hour worked or on paid leave from the one hundred fourth (104th) full pay period through the two hundred thirty fourth (234th) full pay period of employment. (Accrual rate approximately three (3) weeks per year after four (4) years of service.)~~

~~18.1(d) At the rate of sixty eight thousandths (.068) of an hour for each regular hour worked or on paid leave from the two hundred thirty fourth (234th) full pay period through the three hundred sixty fourth (364th) full pay period of employment. (Accrual rate approximately three and one half (3 ½) weeks per year after nine (9) years of service.)~~

~~18.1(e) At the rate of seventy seven thousandths (.077) of an hour for each regular hour worked or on paid leave from the three hundred sixty fourth (364th) full pay period through the four hundred ninety fourth (494th) full pay period of employment. (Accrual rate approximately four (4) weeks per year after fourteen (14) years of service.)~~

~~18.1(f) At the rate of eighty seven thousandths (.087) of an hour for each regular hour worked or on paid leave from the four hundred ninety fourth (494th) full pay period through the six hundred twenty fourth (624th) full pay period of employment. (Accrual rate approximately four and one half (4 ½) weeks per year after (19) years of service.)~~

~~18.1(g) At the rate of ninety six thousandths (.096) of an hour for each regular hour worked or on paid leave from and after the six hundred twenty fourth (624th) full pay period of employment. (Accrual rate approximately five (5) weeks per year after twenty four (24) years of service.)~~

~~18.1(h) Effective July 1, 1990, the maximum vacation time which can be accrued by a Regular employee is five hundred (500) hours.~~

~~18.1(bi) Effective July 1, 1989, for one time only, vacation hours accumulated in excess of five hundred (500) hours will be retained in a separate time bank to be used by the employee in the same manner as regular vacation time. Vacation hours retained in the time bank will not be lost upon effective date of the vacation maximum. On July 1, 1990, earned vacation hours in excess of the five hundred (500) hours maximum will not be accumulated. Between July 1, 1989 and July 1, 1990, employees who are at the five hundred (500) hour maximum should endeavor to reduce their vacation balance by an amount greater than their annual vacation accrual. For such employees, during the above dates, used vacation time and vacation cash outs will be deducted from the employee's regular vacation accrual account.~~

~~18.1(cj) It is City policy that employees take their normal vacation each year at such time or times as may be approved by the Department.~~

~~18.1(dk) In the event of departmental cancellation of a previously scheduled vacation or of a paid leave of absence due to industrial injury where such employee would exceed the maximum vacation accrual, the accumulation of vacation hours may exceed the five hundred (500) hour maximum. In the event of a paid leave of absence due to an illness or injury that is not job related, the Chief of Police may approve the accumulation of vacation hours in excess of the five hundred (500) hour maximum. Whenever such excess accruals occur, the employee shall have one year from the date the vacation was cancelled or from the date the employee returns to work from illness or injury to utilize the excess accrual. Any excess accrual that remains at the end of such period shall be forfeited.~~

~~18.1(elt) A full pay period as used in this Article is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.~~

18.2 Vacation cannot be accrued while an employee is in a non-pay status.

18.3(a) Vacations will be scheduled throughout the calendar year. Employees with greater seniority in the classification of Police Officer, as a ~~public safety member~~ will be given preference over those with less seniority in the selection of a vacation period; provided, however, that if the senior employee splits his or her vacation by requesting less than a full year's allowance to be scheduled on consecutive workdays, the employee's preferential rights shall only apply on one period in that calendar year prior to all other employees being given consideration in the selection of

their first choice vacation period. Employees hired prior to March 12, 2006, shall not be affected by the above definition change.

18.3(b) Vacation scheduling shall be completed at the same time as watch signups.

18.3(c) No more than two (2) officers on the same watch, manpower availability permitting, shall be on vacation at the same time. Notwithstanding the foregoing, however, manpower availability permitting, Management may, at its own discretion, allow more than two officers to be on vacation at the same time. Management shall ensure that scheduling and vacation signups are completed at least two (2) months before the scheduled watch changes. Seniority, for the purpose of this Article, shall be defined as time in classification.

18.4 The City shall not require an employee to take his or her vacation in lieu of sick leave or leave of absence on account of illness.

18.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.

18.6 Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive pay for any unused vacation period previously earned.

18.7 The City will, at the employee's option, compensate employees for accumulated vacation during any fiscal year as follows:

MINIMUM ACCRUAL	MAXIMUM HOURS PAYABLE
120	40
240	80
<u>Effective March 12, 2006</u>	<u>Effective March 12, 2006</u>
<u>360</u>	<u>120</u>

~~Whenever any employee has accrued one hundred twenty (120) hours or more vacation allowance as set forth in 18.1 (a-h), the City will, at the employee's option, compensate the employee for up to forty (40) hours of accumulated vacation during any fiscal year. Additionally, whenever any employee has accrued two hundred forty (240) hours or more of vacation allowance as set forth in 18.1 (a-h), the City will, at the employee's option, compensate the employee for up to eighty (80) hours of accumulated vacation during any fiscal year.~~

18.8 Whenever any employee has exhausted all paid time off benefits as a result of non-work related injury or disability, and is not eligible for long-term disability insurance benefits, other employees may contribute their earned vacation hours to the disabled employee approved for the vacation donation program. Vacation is donated and granted on the basis of the dollar value of the donor's base pay rate. There is hereby established a voluntary vacation donation program in which any employee (herein referred to in this policy as the donor) may donate unused vacation hours to another employee (herein referred to in this policy as the recipient); such donation will be made on the basis of value (dollar basis) so that vacation hours from the donor will be converted to dollars and then to the appropriate vacation hour level for the recipient.

~~The recipient will be required to meet the criteria of having exhausted all paid leave due to injury or illness and not be eligible for long term disability benefits. Nor shall such recipient be eligible for this program as a result of a Worker's Compensation injury. Donated hours will be posted on a date of receipt basis until the recipient need is met.~~

~~Employees requesting to take advantage of this program as a recipient will make application on an approved form signed by their Department Director, Personnel Director Manager, and the City Manager. Employees wishing to donate vacation hours can do so on forms for this use in the Personnel office. All donations will be treated on a confidential basis.~~

ARTICLE 19: UNIFORMS

~~19.1 Effective July 2, 2006, with the exception of newly hired Police Officers, the annual uniform allowance shall be \$900 and will be paid in equally divided installments on a bi-weekly basis with the City's regular payroll processing. Effective March 12, 2006, new Police Officers will be given the opportunity to receive the full amount indicated above, spend the full allowance with a City vendor, or spend a partial amount with a vendor and receive the remaining amount with payroll. All of the above transactions must be completed prior to the end of the current fiscal year. In July following the new employee's hire date, regardless of time with the Police Department, the employee will begin receiving bi-weekly installments with the regular payroll. In addition to the foregoing, those employees assigned to motorcycle duty shall receive payment for uniforms/safety equipment based upon a mutually agreed to standard.~~

~~The uniform allowance shall be paid the week following the second pay day in July of each year and is for the purpose of maintenance and replacement of uniforms for the ensuing fiscal year. Effective July 2002, the uniform allowance will be \$800. Effective April 14, 2002, the City will pay a one-time only, additional uniform allowance of \$800 for purchasing additional uniform items as outlined in the Police Department's Uniform Policy. The allowance is not a reimbursement for the prior year. The first clothing allowance shall be a prorated amount for that period of time from the employee's date of employment to the following July 1. Employees separating employment shall have the uniform allowance advanced for that fiscal year deducted from their final paycheck, except for the prorated amount for that period of time from July 1 to the date of separation.~~

~~19.2 The City shall pay the reasonable cost of repair or replacement of uniforms, glasses, watches or other personal property up to three hundred dollars (\$300.00) damaged in the course of employment. Personal property will be limited to items reasonably necessary for the employee to have while on duty to perform their job function. This provision does not apply to items lost or damaged as a result of negligence of the employee.~~

~~19.3 An approved uniform shirt shall be worn at all times. Sleeve length shall be at the option of the employee.~~

~~19.4 The City retains the right to change uniform standards that would come under the uniform allowance of 19.1, as long as such change does not result in increased out-of-pocket costs to the employee.~~

19.5 All employees are required to possess a Class A dress jacket to wear at ceremonial functions or at other times deemed appropriate by the Chief of Police.

ARTICLE 20: MISCELLANEOUS

20.1 A Regular employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid for the time lost at the employee's regular rate of pay. An employee must be in a paid status on both scheduled workdays immediately adjacent to the jury duty in order to receive pay for such leave.

20.2 Any employee, at the employee's request, shall be permitted to review the employee's own personnel file. The file may not, however, be removed from the Personnel Department. Office.

20.3 Government Code Section 3300, known as the Public Safety Officers Procedural Bill of Rights, Subsection 3306, states: "A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in the employee's personnel file. Such written response shall be attached to, and shall accompany, the adverse comment."

20.4 Employee home addresses and telephone numbers will not be released to anyone other than authorized City personnel without the permission of the employee.

20.5 The City and the Association agree to meet during the term of this Agreement (March 12, 2006 to March 19, 2010) to discuss revisions to the provisions of Exhibit "C" attached hereto. A Performance Standards Review Committee comprised of Association members and Police Department Management employees has been established to make recommendations regarding any revisions to Exhibit "C".

ARTICLE 21: RETIREMENT PROGRAM

21.1(a) Retirement Plan: All Regular employees are covered by a ~~State of California Public Employees' Retirement System (CalPERS) program. pursuant to an existing contract with the Public Employees' Retirement System.~~ The major features are: ~~three two percent (32%) at age fifty (50); normal retirement age fifty (50); one (1) year's compensation in formula; 1959 Survivors Benefits (Fourth Level) fourth level, effective as soon as is practicable); Post-Retirement Survivors allowance; credit for unused sick leave; fifty percent (50%) ordinary disability benefit; City pays the employee's contribution (9%), except for Police Recruit which shall be 7%; and military service credit. The City-paid percentage of the employee's normal contribution to the CalPERS Public Employees' Retirement System is credited to the member's contribution account and will be refunded to the member upon termination if the employee withdraws from the retirement system and requests a refund. The City reports to CalPERS, as compensation, the amount the City pays on behalf of the employee as Employer Paid Member Contributions (EPMC) for retirement calculation purposes. Effective April 14, 2002, or as soon as legally permissible, the City shall begin reporting to CalPERS, as compensation, one third of the amount (3% total) the City pays on behalf of the employee as Employer Paid Member Contribution for retirement calculation purposes. In addition, City shall obtain a PERS actuarial report, if requested by the Association, to determine the cost to the City to implement the remaining portion of Employer Paid Member Contribution (EPMC);~~

~~which is 6%. The actuarial report shall be furnished to the Association for the purpose of determining whether to forego scheduled general wage increase(s) in lieu of the remaining portion of EPMC, equal to the cost to City for implementation, and thus requiring amendments to Exhibits "A" during the term of this Memorandum of Understanding. The City and Association agree to meet and confer regarding these amendments.~~

~~The parties agree that the City will begin providing the CalPERS 3% @ 50 retirement plan on December 8, 2002, or as close to that date as is legally permissible.~~

~~The City will obtain, as soon as practicable, an actuarial valuation of the cost of increasing the maximum CalPERS retirement COLA from 2% to 3%. If the Association elects to forego a wage increase equal to the cost, the City will implement the retirement enhancement.~~

~~21.1(b) The City and the Association agree to meet and discuss during the term of this agreement (April 14, 2002 to March 19, 2006) the impacts of any Federal Government mandate for the City to participate in the Social Security program.~~

ARTICLE 22: EMPLOYEE GROUP HEALTH AND WELFARE BENEFIT PROGRAM

~~22.12(a) Group Health and Welfare Insurance Coverage: All Regular employees are eligible to participate in a group health and welfare insurance benefit program, effective the first day of employment. The City shall pay the full cost of the program for both employee and dependents as indicated below. The major elements of the group insurance benefit program are:~~

~~(A1) Life Insurance: Twice annual salary for employee, \$3,000 for employee's dependents. More specific benefit information is provided in the carrier's booklet. The City will pay the full cost of the premiums.~~

~~(B2) Health Benefits: Effective July 2, 2006, the City's contribution toward the monthly group health and welfare insurance composite premium rate shall be ninety percent (90%) and the employee will begin paying ten percent (10%) of the rate through a bi-weekly payroll deduction. The City shall establish a Section 125 Plan effective July 1, 2006, to redirect the portion of the employee's salary to pay, on a pre-tax basis, the employee's contribution toward the medical, prescription, dental and vision insurance composite premium rate.~~

~~In an effort to minimize the impact of annual composite premium increases/decreases for the employee, the rate change will be limited to a maximum of twelve and one-half percent (12 ½%) per year (or the actual percent increase in actual costs from the previous calendar year, whichever is lower). To ensure that the ninety percent/ten percent (90%/10%) ratio is maintained over time, the following leveling mechanism shall be used:~~

The Following Rates Are Used For Illustration Purposes Only:

2 0 0 6 / 0 7 COMPOSITE RATE = \$1,056	2007/08 \$1,188	2008/09 \$1,366	2009/10 \$1,503	2010/11 \$1,706	2011/12 \$1,902
If the composite premium rate change is:	12 ½%	15%	10%	13 ½%	11 ½%
10% = \$106 The change to the employee's 10% will be:	12 ½% \$119	12 ½% \$134	12 ½% \$151	12 ½% \$170	12 ½% \$191
The impact is:	No Impact	+2 ½% The City pays the additional 2½% cost until made up.	-2 ½% The employee begins paying the 2½% to make up from the year before.	+1% The City pays the additional 1% cost until made up by the employee the following year.	Zero Nothing would be due to the City.

In the event the composite premium rate change is less than 12 ½%, the employee's percent of the rate shall be the actual percent change unless costs from the year before need to be made up. The Association and the City agree that costs not made up prior to the end of this Agreement shall be subject to meet and confer in the successive Agreement.

The City and the Association recognize that it is the on-going plan of the City that all bargaining units will have the same group insurance benefits.

Effective July 1, 2006, the following benefit changes shall take effect: \$200 deductible per person; \$600 deductible per family per year; 80% payable for services performed by a Preferred Provider or when no Preferred Provider is available and 70% for services performed by a non-Preferred Provider for the first \$5,000 of eligible charges; the out-of-pocket waiver on the next following calendar year shall be eliminated; hospital charges 100% payable; \$100 deductible per person per year; 80% payable for first \$5,000 of eligible charges, except for hospital charges which are 100% payable; 100% thereafter up to two one million dollars lifetime limit; professional fees based upon U.C.R.; normal typical exclusions and limitations.

Effective May 1, 1998, Coverage will include cancer screening with no separate dollar limit, annual physical examinations, "well baby" care, a 30-visit annual limit on chiropractic visits, and accidents paid at normal co-payment rate.; ~~prescription drug card program with the following major elements: No deductible; a \$5.00 employee co-payment for generic prescriptions; an \$8.50 employee co-payment for name brand prescriptions and a long term or maintenance drug mail order plan; and with all prescriptions previously reimbursable to be covered by the prescription drug card. Effective June 1, 2002, the co-payment for name brand prescriptions will increase to \$15.00, except when no generic is available, the co-pay will be \$8.50. Effective June 1, 2002, coverage will include tobacco use cessation when enrolled in a tobacco use ~~smoking~~ cessation program or behavior modification program once per life-time limit, and birth control. The City will pay the cost for the first twelve (12) out-patient visits per calendar year for treatment related to alcohol or substance abuse and mental and nervous disorders at 100%, with no deductible, and an~~

additional 24 visits per calendar year payable at 80% subject to the annual deductible. More specific information regarding the health, prescription and dental benefits are provided in the City of Redding Employee Group Health and Dental Plan Booklet.

(a) ~~The City may, if practicable, modify the group insurance program set forth above by adding utilization review and by creating preferred provider organization programs which create financial incentives for the employee to use such preferred provider services, but do not reduce any current benefit level nor impose any penalty for the employee who chooses not to use a preferred provider's services.~~

(C) Prescription Benefit: Employee co-payments as shown in the following table:

Retail (34 days' supply)	Effective 5/1/2001 Co-Payment	Effective 7/1/2006 Co-Payment	Effective 7/1/2007 Co-Payment
Generic	\$5.00	<u>\$7.50</u>	<u>\$7.50</u>
Brand	\$15.00	<u>\$20.00</u>	<u>\$30.00</u>
No Generic Available	\$8.50	<u>\$10.00</u>	<u>\$15.00</u>
Mail (90 days' supply)			
Generic	\$7.50	<u>\$10.00</u>	<u>\$11.25</u>
Brand	\$22.50	<u>\$35.00</u>	<u>\$45.00</u>
No Generic Available	\$12.75	<u>\$15.00</u>	<u>\$22.50</u>

The cost of the Prescription benefit program is outlined under "Health Benefits" above.

(D3) Dental Benefits: No deductible and 100% of U.C.R. (90th percentile) for prevention; no deductible and 50% up to \$2,000 per lifetime per person for orthodontia; \$25 deductible and 80% of U.C.R. up to \$2,000 per person per year for all other eligible charges. The premium cost of the Dental benefit program is outlined under "Health Benefits" above.

(E4) Long Term Disability: The City has agreed to pay an equivalent monthly premium amount to the Police Association to purchase for their own long-term disability policy. The monthly amount shall be equal to the premium the City would pay if Association members participated in the City's long-term disability program for all other eligible employees. the City would have paid to bring the Police Association members under the City's general long term disability program. Subject to the approval of the City's current carrier for this benefit, the Association may elect to be covered by the City's plan.

(E5) Vision Benefits Care: Upon the effective date of this MOU, the City shall pay for a vision care plan for employees only. On January 1, 1990, the City shall, at no cost to the employee, add vision care coverage for dependents. This plan shall be Plan A available from the California Vision Service. This plan is a The benefit includes: \$25 deductible plan, which provides for an examination every twelve (12) months, lenses every twenty-four (24) months, and frames every

twenty-four (24) months. The premium cost of the Vision benefit program is outlined under “Health Benefits” above.

221.22(b) The City will pay fifty percent (50%) of the group medical insurance premium for each retiree and dependents, if any, presently enrolled and for each retiree in the future who goes directly from active status to retirement and continues the group medical insurance without a break in coverage. The addition of the dependents acquired after retirement shall be subject to the “Special Enrollee” provisions of the Health Insurance Portability and Accountability Act as outlined in the Employee Group Health and Dental Plan Booklet.

For those employees who retire on or after July 1, 1998, dental and vision insurance coverage may be continued as a package under the fifty percent (50%) premium cost-sharing basis provided the retiree also maintains the medical insurance. Payments by the City will be discontinued upon the death of the retiree or upon termination of group medical insurance coverage. The City will not contribute payments on behalf of any retiree except as set forth above. Following the death of a retiree the surviving spouse, if any, may continue the insurance. Notwithstanding the foregoing, the City may increase its contribution to the retirees’ group insurance premium or improve CalPERS Public Employees’ Retirement System benefits during the term of this Memorandum of Understanding. ~~Beginning April 14, 2002, the City will allow a retiring employee to elect to use all or part of accrued benefit payouts to pre-pay group medical insurance premiums. If the employee elects to have medical insurance pre-paid, an interest bearing account (at City pooled cash rate) will be set up for this purpose. The account will be used to pay monthly insurance premiums until the funds are exhausted or the retiree elects to withdraw the funds. The optional withdrawal is a one-time option and no partial withdrawals will be allowed.~~

221.34 The City and the Association agree to meet and discuss during the term of this agreement (March 12, 2006 to March 19, 2011) the possibility of establishing a Retiree Health Insurance Reimbursement Trust Fund and the provisions thereof. The purpose of the Fund will be to assist with medical premiums and expenses not covered by the City’s Health and Welfare Benefit program.

221.42(e) Regular employees are eligible to participate in the City’s Deferred Compensation Plan through voluntary payroll deductions from the employee’s pay.

221.52(d) The City offers the VantageCare Retiree Health Savings Plan to Regular employees.

~~21.2(e) — The City will pay the cost for the first twelve (12) out-patient visits per calendar year for treatment related to alcohol or substance abuse and mental and nervous disorders at 100%, with no deductible, and an additional 24 visits per calendar year payable at 80% subject to the annual deductible.~~

221.65 A retiring employee may choose to have any accrued benefit payout due, all or part, paid in the next calendar year following the date of retirement.

221.73 A release time bank is established. Association members may voluntarily donate earned leave time, with the exception of sick leave, to the time bank for use by Association officials

while conducting Association business. Donated time will be deducted from the employee's earned leave.

~~221.84~~ Any employee may volunteer to participate in the Police Department's physical fitness program.

~~21.5~~ — A retiring employee may choose to have any accrued benefit payout due, all or part, paid in the next calendar year following the date of retirement.

~~221.96~~ The City and the Association agree to meet and discuss during the term of this Agreement (~~April 14, 2002 to March 19, 2006~~) the recommendations of the Health Insurance Task Force.

ARTICLE ~~232~~: TERM

~~232.1~~ This Memorandum of Understanding, having taken effect as of July 1, 1974, and having thereafter been amended, shall continue in full force and effect until the nineteenth day of March, ~~2006~~ 2011, and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter, except, however, this Memorandum of Understanding shall only become effective with approval of the City Council of the City of Redding.

~~232.2~~ This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

~~232.3~~ Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of the Memorandum of Understanding, however, shall remain in full force and effect.

ARTICLE ~~243~~: ENTIRE AGREEMENT

~~243.1~~ Except as specifically provided in Article 22 (Term), during the term of this Memorandum of Understanding the parties expressly waive and relinquish the right to meet and confer on wages, hours of employment, and terms and conditions of employment, and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the City or the Association at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn. Both parties acknowledge that such waiver and relinquishment as set forth above carries with it the commensurate prohibition for either party to effect a unilateral change in an employment condition falling within the scope of negotiations under Government Code Section 3500 et. seq.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day and year first above written.

s/ Michael Warren
Michael Warren
City Manager

s/ Martin Rauch
Martin Rauch
President, Peace Officers Association of Redding

s/ Randy Bachman
Randy Bachman
Administrative Services Director

s/ Steve Allen
Steve Allen
Labor Representative

s/ Kurt Starman
Kurt Starman
Deputy City Manager

s/ Gary Hughes
Gary Hughes
Negotiator

s/ David E. Tranberg
David E. Tranberg
Assistant City Attorney

s/ Tom Landreth
Tom Landreth
Negotiator

s/ Brenda Sciarra
Brenda Sciarra
Senior Personnel Analyst

s/ Aaron Maready
Aaron Maready
Negotiator

s/ Al Mellon
Al Mellon
Negotiator

s/Rob Peters
Rob Peterson
Negotiator

s/William Schueller
William Schueller
Negotiator

IN WITNESS WHEREOF, the parties have executed these Amendments to the Memorandum of Understanding on the 23rd day of March, 2006, to be effective March 12, 2006.

s/Kurt Starman
Kurt Starman
City Manager

s/Aaron Maready
Aaron Maready
President, RPOA

s/Linda Johnson
Linda Johnson
Personnel Director

s/Steve Allen
Steve Allen
Labor Representative

s/Pete Hansen
Pete Hansen
Police Captain

s/Tom Landreth
Tom Landreth
Negotiator

s/Brenda Sciarra
Brenda Sciarra
Senior Personnel Analyst

s/Charles Daubs
Charles Daubs
Negotiator

s/Doug Carney
Doug Carney
Negotiator

s/Les James
Les James
Negotiator

s/Jarrett Edgar
Jarrett Edgar
Negotiator