

MEMORANDUM OF UNDERSTANDING

between

THE DESIGNATED REPRESENTATIVES OF THE CITY OF REDDING

and

THE DESIGNATED REPRESENTATIVES

of the

REDDING PEACE OFFICERS ASSOCIATION

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
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AMENDED:	November 5, 1984, to be effective November 4, 1984
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AMENDED:	June 21, 1994, to be effective June 19, 1994
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AMENDED:	March 21, 2006, to be effective March 12, 2006
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AMENDED:	March 2, 2021 to be effective March 3, 2021

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NOTE: *Amendments are shown by underlining the new language and striking 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 (a recognized employee Association 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, color, sex, sexual orientation, citizenship status, marital status, ethnicity, age (for people 40 and older), religion, gender identity, gender expression, genetic information, national origin and ancestry, political affiliation, creed, military or veteran status, physical disability, mental disability, medical condition or any other characteristic protected by state or federal law.

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 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 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 Director and such other management personnel as determined by the Personnel 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 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 each payroll period and a check for the total deductions shall be submitted to the Treasurer of the Association within five (5) working days of the date the dues are withheld from the employee's check or by Electronic Fund Transfer to a bank designated by the Association. Deductions may include individual insurance and benefit programs.

3.3 The Association shall notify the City of any employee who has given the Association written authorization for deduction of any Association dues or fees. The Association certifies that it shall collect and will maintain records of individual employee authorizations for deductions of said dues or fees. The Association agrees to notify the City of any changes in employee authorizations to deduct Association dues or fees. The City shall rely on the Association's

certification of any dues and fees authorized by an employee and will not require the Association to provide a copy of the employee's authorization unless a dispute arises about the existence of terms of the authorization. Any inquiries by employees regarding Association dues or fees should be directed to the Association.

3.4 The City shall provide all new employees with the Association membership application forms, payroll deduction authorization forms, and a copy of this Memorandum of Understanding before the end of the first pay period. Such materials will be furnished to the City by the Association.

3.5 Indemnity and Refund - The Association shall file with the City an Indemnity Statement wherein the Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of Association dues check off or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

3.6 In the event that any provision of this article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the City will cease abiding by such provisions.

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. 2012-091 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. Except for the two noted exceptions stated herein, this procedure shall also be used to grieve from the imposition of any discipline involving more than a reprimand (i.e. discharge, demotion or suspension): 1) Discipline grievances must be filed within (10) work days of receiving a Notice of Discipline; and. 2) Discipline grievances shall commence at Step 2 of this procedure and may continue to Step 6. 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.

Step 1: The initial step in the resolution of a grievance shall be a discussion between the employee and the immediate Management Supervisor directly involved, who will answer within ten (10) work days. This step shall be started within thirty (30) calendar 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 employee.

Step 2: If a grievance is not resolved in the initial step, the second step shall be the

presentation of the grievance, in writing, to the Chief of Police, who will answer, in writing, within ten (10) work days. This step shall be taken within ten (10) work days of the date of the immediate supervisor's answer to Step One.

Step 3: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, to the City's designated labor relations representative, who shall conduct an investigation and attempt to resolve the grievance. If no resolution of the grievance is achieved, the City's designated labor relations representative shall provide the employee with the City's answer to the grievance in writing. This step shall be taken within ten (10) work days of the date of the Chief of Police's answer to Step Two.

Step 4: If the grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance, in writing, to the City Manager or designee, who shall answer, in writing, within ten (10) work days. The fourth step shall be taken within ten (10) work days of the date of the answer to Step Three.

Step 5: If a grievance is not resolved in the fourth step, the fifth step shall be the referral of the matter to mediation by either party within twenty (20) work days of the answer to Step Four. Whenever a grievance is referred to mediation, either the employee or the City may request that the California State Mediation and Conciliation Service refer a state mediator. The mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Six shall not occur until the mediator has released the parties from the mediation process.

Step 6: If a grievance is not resolved in the fifth step of this procedure, the sixth step shall be referral by either the City or the employee to arbitration. The sixth step shall be taken within twenty (20) work days of the date of the answer to Step Five.

- (a) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the City and employee. In the event that City and the employee or their representative are unable to agree on the selection of an Arbitrator, 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.

(b) The Arbitrator shall hold such hearings and shall consider such evidence as to the Arbitrator appears necessary and proper. The decision of the Arbitrator shall be final and binding on City and the employee, provided that such decision does not in any way add to, disregard or modify any of the provisions of City policies, resolutions or ordinances.

4.2 Failure by the employee to meet any of the aforementioned time limits as set forth in Steps 1, 2, 3, 4, 5, and 6 will result in forfeiture. If the City fails to answer a grievance on a timely basis, the grievance may be advanced to the next step. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of City policies, practices, resolutions or ordinances, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

4.3 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 shall be given an opportunity to be present at such adjustment.

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 (Status 3) 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:

Lateral Police Officer	One Year (12 months)
Entry Level Police Officer	One and one-half years (18 months)
Police Recruit	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.

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.

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 will begin a new probationary period as outlined in this section. However, for the purposes of seniority within the Police Department, seniority 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, or items of a similar nature.

7.3 A full time temporary (Status 7) employee is defined as an employee hired for occasional or seasonal work for a period not to exceed six (6) months or one thousand (1,000) hours per fiscal year, whichever comes first. 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 A Temporary employee (Status 9) is defined as a retired annuitant appointed by the City either during an emergency to prevent stoppage of public business or because the retired person has specialized skills needed in performing work of limited duration for a period not to exceed 960 hours in a fiscal year in accordance with the terms and conditions of Government Code section 21224. In accordance with Section 21224, the compensation for the Temporary Employee shall not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule divided by 173.333 to equal an hourly rate, and such Temporary Employee shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate. The City may employ one part-time retired annuitant in the Detective Division as needed and one part-time retired annuitant in the Field Operations Division as needed. Any additional retired annuitants would have to be agreed upon by the parties in a separate side letter to this agreement.

7.5 All promotional appointments to the classifications of Police Corporal 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).

7.6 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. Effective March 3, 2021, any future promotion or change in assignment to a higher paid classification pursuant to Section 11.1, does not change the anniversary date for Compensation Step increases.

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(b) When assigned by the Department a Police Corporal shall be granted a 5% upgrade when performing higher duties to replace an absent Police Sergeant and when performing a substantial majority of the Sergeant's 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 Attached hereto and made a part hereof is Exhibits “A” entitled “Schedule of Wage Rates.”

8.6 Attached hereto and made a part hereof is Exhibit “B” entitled “Job Definitions.”

8.7(a) Shift differential shall be paid to employees, including those employees assigned to Police Detective Division, for regular hours worked and court duty 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 (Swing)	1400 hours-2400 hours	3.5%
	1600 hours-0200 hours	3.5%
IIIB (Swing)	1700 hours-0300 hours	5%
	1800 hours-0400 hours	5%

Note: An officer directly involved in an Officer Involved Shooting Incident (OIS) or in an in-custody death/major injury investigation, who is subsequently placed on paid administrative leave by the Chief of Police as a result, shall be paid shift differential during the administrative leave period. The shift differential amount will reflect the shift the Officer was assigned to during the time of the incident.

8.7(b) POST and educational incentives shall be paid to those employees who qualify as follows, with a 12.5% incentive pay cap for both POST/educational incentives in this section and Bilingual pay incentives in Section 8.8 below (not including the \$130 education incentive pay):

PAY	REQUIREMENTS
2.5% Plus \$130*	Associate of Arts or Science degree, or sixty (60) semester units, or a POST Intermediate Certificate.
5.0% Plus \$130*	POST Advanced Certificate.
2.5% Plus \$130*	Bachelor of Arts or Science degree.
2.5% Plus \$130*	Master of Arts or Science degree.

*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 additional education incentive will be added to any one (1) educational incentive pay.

8.8 Bilingual pay shall be paid to qualified employees who have been designated by the Chief of Police, or designee, to utilize bilingual skills (including sign language) as follows:

PAY	REQUIREMENTS
2.5%	Proficient
5.0%	Fluent

The Redding Police Department will designate the languages recognized as eligible for the incentive pay and will develop revised testing processes. The Chief of Police will determine the number of employees at the “fluent” level.

8.9 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, Unmanned Ariel Vehicle (UAV), 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) Pursuant to Section 7(k) of the Fair Labor Standards Act (FLSA), the City has designated a 14-day work period where overtime is required to be paid for any hours worked over 86 hours within the work period. Notwithstanding this Section 7(k) FLSA work period, the City has also agreed to provide MOU overtime pay to employees as provided in Section 9.4 and where otherwise expressly noted in this agreement. Employees will be assigned work schedules consistent with department needs, which include the following work schedules:

- Eight (8) hour shifts, which constitute of five 8-hour workdays in a 7-day work period;
- Ten (10) hour shifts, which constitute four 10-hour workdays in a 7-day work period; and
- Twelve and a half (12.5) hour shifts, which constitute six 12.5-hour workdays in a 14-day work period with an additional 10-hour shift every other 14-day work period.

9.3(b) Police Officers assigned to Field Operations shall select watch and days off by seniority with the Department. Seniority, for the purpose of this Article, will be defined as time in classification. Police Corporals shall also select watch and days off by 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. Police Officers and Police Corporals 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 from those slots which have been scheduled by the Department based on consecutive seniority as a K-9 Specialist. No more than one K-9 Specialist shall be on the same watch unless authorized by the Chief of Police. K-9 Specialists may be assigned to a specific watch and days off based on Department needs, administrative adjustments, or at the discretion of the Chief of Police, regardless of the reason.
- 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 MOU Overtime is defined as:

A	Time worked in excess of forty (40) hours in a workweek for an employee who has supervisor approval to work a flexible schedule pursuant to Article 9.9.
B	Time worked in excess of eight (8), ten (10), or twelve and a half (12.5) hours as applicable on a scheduled workday of the employees' assigned work schedule, except when an employee has supervisor approval to work a flexible schedule pursuant to Article 9.9.
C	Time worked on a non-workday.
D	Time worked on a holiday (as provided in Article 17 of this MOU).

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. 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 (except for time worked on a holiday as provided in Article 17 of this MOU), 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.

Regular Rate of Pay. Items included in determining the regular rate of pay for purposes of calculating overtime, retirement and other regular pay calculations (i.e. holiday pay) shall include the pay rate as established in the pay range by the employee's classification,

POST/education incentive pay, bilingual pay incentive, and shift differential pay, as applicable to each individual employee covered under this MOU.

9.5(b) Employees who request 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. 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 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. 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 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, 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 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) 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, a scheduled day off, 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. Employees who receive a subpoena for a scheduled or normal work day may be granted that off utilizing CTO, vacation, birthday, or deferred time after the subpoena has been served. In this case, court appearance during normally scheduled work hours shall be compensated at straight time and the balance of the employee's shift shall be paid out of the appropriate paid leave. If the court appearance is subsequently cancelled, leave time only will be utilized.

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.

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 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 Detective Division.

a. Flexible Work Schedule.

As an exception to Article 9.3(a), employees assigned to the Detective 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 compensated at time and a half of the regular rate of pay for and 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 at time and a half of the regular rate of pay in addition to the regularly scheduled one-half (½) hour per day. Compensation shall not include veterinarian fees, feed or other reimbursable expenses for upkeep of the animal. Per California Code of Regulations (2 CCR section 571(b)), Canine incentive pay performed outside of normal hours/days of employment will not be reported as special compensation to CalPERS.

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, 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.

11.2 Promotional lists will have a minimum life of one year and a maximum life of two years.

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 in one twelve month period 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 personal automobile for the City's convenience, the employee will be reimbursed therefor at the same rate per mile as established for Unrepresented 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. Police Recruit Officers will receive a monthly meal and lodging stipend of \$1,800 while attending a POST police training academy in lieu of reimbursement for actual board and lodging expenses. The first and last month's stipend will be prorated if the Police Recruit does not attend the academy for the full month. 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, or 3.68 hours per pay period)

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	The ability to attend 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) hours per incident.
D	For family sick leave up to forty-eight (48) hours per calendar year for members of the immediate family as defined in 16.1.

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.

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%).

15.5 Effective January 1, 2013, upon retirement, any sick leave pay out the employee is eligible to receive will be transferred into the VantageCare Retirement Health Savings Plan on a pre-tax basis. The sick leave pay out amount will be calculated using the percentage levels described in Section 15.4 above. However, if the sick leave payout is less than \$5,000, then the Employee is not entitled to participate in the VantageCare Retirement Health Savings Plan and shall receive a cash payout as described in Section 15.4 above. Any sick leave amount remaining will be used as service credit toward the employee's retirement benefit through CalPERS, pursuant to the contract between the City of Redding and CalPERS.

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 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 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 The first pay period of December of each year, Regular employees shall be credited with one hundred and ten (110) hours of accrued Holiday Bank hours intended to account for the following eleven holidays:

H O L I D A Y S	
A	December 25 th
B	January 1 st
C	The third Monday in January, known as Martin Luther King, Jr. Day
D	Lincoln Day
E	The third Monday in February, known as President's Day
F	The last Monday in May, known as Memorial Day

G	July 4 th
H	First Monday in September, known as Labor Day
I	The second Monday in October, known as Columbus Day
J	November 11th, known as Veteran's Day
K	Thanksgiving

An employee can use such Holiday Bank hours for scheduled leave during the calendar year on an hour-for-hour basis and scheduled as vacations are normally scheduled.

Any unused Holiday Bank hours as of the last pay period ending in November will be paid to the employee in the same manner as any other leave cashout on the week following the first payday in December and will be reported as Holiday Pay special compensation in accordance with CalPERS regulations.

Upon approval of this agreement by the City on March 3, 2021, a prorated amount of Holiday Bank hours to account for each holiday listed above that has not yet occurred will be provided in the first full pay period following the City Council's approval.

For any Regular employee hired during the 12-month period of the holidays referenced above, a prorated amount of Holiday Bank hours to account for each holiday listed above that has not yet occurred will be provided in the first full pay period following the date of hire.

For any Regular employee who separates from their employment, the amount of Holiday Bank hours to account for each holiday listed above that has not yet occurred will be deducted from the Holiday Bank and any remaining amount will be cashed out. In the event that the full amount to be deducted from the Holiday Bank is not available, such Regular employee will be obligated to pay the difference to the City.

The above-referenced Holiday Bank is separate from and does not include any other holiday leave accrued by a Regular employee under previous MOU agreements prior to March 3, 2021. Any such separate holiday leave accruals can be maintained by the Regular employee to be used or otherwise cashed out at separation of employment.

17.2 Regular employees may be scheduled to work on the holidays listed above in Section 17.1. Employees will be compensated at one and one-half (1.5) times the regular rate of pay for all time worked on such days. Any overtime hours worked on the holidays listed above will be paid out as cash overtime in the applicable pay period and an employee cannot elect to receive compensatory time off (CTO) for such hours under Section 9.5(a) of this Agreement.

17.3 In addition to the holidays listed above, a Regular employee may take leave with pay on his or her birthday or anytime during the pay period in which the birthday occurs, or the birthday may be deferred and scheduled as vacations are normally scheduled. When an employee works on their birthday, the employee shall receive pay at the regular rate of pay for their shift in the same manner as any other regularly scheduled work shift. Employees must be in a paid status on both scheduled workdays immediately adjacent to the day taken as a birthday holiday in order to receive pay for the holiday. Birthday holiday pay is not considered reportable special compensation and will not be reported to CalPERS.

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) 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(c) 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(d) 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, 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
360	120

18.8 Whenever any employee has exhausted all paid time off benefits including advanced sick leave 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.

ARTICLE 19: UNIFORMS

19.1 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 upon City Council approval of this successor MOU, employees will be provided a one-time payment of \$400 to be used towards their uniform allowance. Beginning with the next fiscal year thereafter, the annual uniform allowance will be \$1,300 and will be paid in equally divided installments on a bi-weekly basis with the City's regular payroll processing. Police Officers will be responsible for maintaining their vest carrier requirements as part of the annual uniform allowance.

New Police Officers will receive the full amount indicated above in the paycheck of their first pay period upon hire and are responsible for purchasing all of the necessary uniforms for the position. 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.

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.

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 Full-time Police Sworn employees who complete authorized courses taken for credit with a passing grade may, upon application, be reimbursed for the tuition and cost of required textbooks, and materials including but not limited to computer software, calculators, videos, but not to include incidentals such as paper, pens and pencils. Employees must obtain prior approval from the Chief of Police and the Personnel Director. Reimbursement shall be limited to four hundred dollars (\$400.00) per course (semester/quarter).

20.6 The City and Association have agreed to allow two Level III Police Reserve Officers

to be assigned as Tactical Medics to the Department's SWAT team. The parties agree that the use of a Level III Police Reserve Officer in any other capacity will require both parties to participate and approve of the arrangement through the meet and agree process.

20.7 Within 90 days of the effective date of this Agreement, the parties agree to meet and discuss establishing a fitness program.

20.8 Within 90 days of the effective date of this Agreement, the parties agree to meet and discuss establishing an annual wellness check for employees.

ARTICLE 21: RETIREMENT PROGRAM

21.1 Regular Employee Retirement Plan:

All Regular employees are covered by a California Public Employees' Retirement System (CalPERS) program pursuant to an existing contract with the Public Employees' Retirement System.

a) Tier 1 "Classic" Police Sworn Employees

Regular Police Sworn employees *hired prior to* September 8, 2012, and those hired *after* January 1, 2013, considered to be "Classic CalPERS Members" due to previous City of Redding employment will be covered under the three percent (3.0%) at age fifty (50) retirement benefit formula with the 12 highest paid consecutive month's final compensation provision ("Tier 1 Employees"). Tier 1 Employees will be covered by the following additional benefits provided through CalPERS:

- Fourth level of 1959 Survivors' Benefit Program, Survivor Continuance allowance (Government Code Section 21574);
- Credit for unused sick leave;
- Fifty percent (50%) ordinary disability benefit; and
- Military service credit buy back option.

In accordance with Government Code section 20516, Tier 1 Employees have agreed to cost sharing resulting in the following employee contributions of twelve percent (12%) of pensionable earnings for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period beginning June 13, 2021, in accordance with Government Code section 20516, Tier 1 Employees have agreed to cost sharing resulting in an employee contribution of thirteen and a half percent (13.5%) of pensionable earnings for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period beginning September 5, 2021, in accordance with Government Code section 20516, Tier 1 Employees have agreed to cost sharing resulting in an employee

contribution of fifteen and a half percent (15.5%) of pensionable earnings for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period beginning September 4, 2022, in accordance with Government Code section 20516, Tier 1 Employees have agreed to cost sharing resulting in an employee contribution of seventeen and a half percent (17.5%) of pensionable earnings for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Regular Tier 1 employees vested in Tier 1 who leave City employment and subsequently are rehired will be re-employed with Tier 1 status for CalPERS benefits.

b) Tier 2 “Classic” Police Sworn Employees

Regular Police Sworn employees *hired between September 8, 2012 and January 1, 2013*, and those hired *after January 1, 2013*, who meet the definition of a “Classic CalPERS Member” pursuant to the California Public Employees’ Pension Reform Act of 2013 (PEPRA) but have not been previously employed by the City of Redding will be covered by the three percent (3%) at age fifty-five (55) retirement benefit formula with the 36 highest paid consecutive month’s final compensation provision (“Tier 2 Employees”). Tier 2 Employees will be covered by the following additional benefits provided through CalPERS.

- Fourth level of 1959 Survivors’ Benefit Program Survivor Continuance allowance (Government Code Section 21574);
- Credit for unused sick leave;
- Fifty percent (50%) ordinary disability benefit; and
- Military service credit buy back option.

In accordance with Government Code section 20516, Tier 2 Employees have agreed to cost sharing resulting in the following employee contributions of twelve percent (12%) of pensionable earnings for Police that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period beginning June 13, 2021, in accordance with Government Code section 20516, Tier 2 Employees have agreed to cost sharing resulting in an employee contribution of thirteen and a half percent (13.5%) of pensionable earnings for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period beginning September 5, 2021, in accordance with Government Code section 20516, Tier 2 Employees have agreed to cost sharing resulting in an employee contribution of fifteen and a half percent (15.5%) of pensionable earnings for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period beginning September 4, 2022, in accordance with Government Code section 20516, Tier 2 Employees have agreed to cost sharing resulting in an employee contribution of seventeen and a half percent (17.5%) of pensionable earnings for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Regular Tier 2 employees vested in Tier 2 who leave City employment and subsequently are rehired will be re-employed with Tier 2 status for CalPERS benefits.

c) Tier 3 “PEPRA” Police Sworn Employees

Pursuant to the California Public Employees’ Pension Reform Act of 2013 (PEPRA), regular Police Sworn employees *hired after January 1, 2013* who do not otherwise meet the definition of a “Classic CalPERS Member”, will be covered by the 2.7 percent (2.7%) at age fifty-seven (57) retirement benefit formula with the 36 highest paid consecutive month’s final compensation provision as a “New CalPERS Member” (“Tier 3 Employee”). Tier 3 Employees will be covered by the following additional benefits provided through CalPERS:

- Fourth level of 1959 Survivors’ Benefit Program, Survivor Continuance allowance (Government Code Section 21574);
- Credit for unused sick leave;
- Fifty percent (50%) ordinary disability benefit; and
- Military service credit buy back option.

Also pursuant to PEPRA, Tier 3 Employees will be responsible for paying an employee contribution for the retirement benefit of fifty percent (50%) of the total normal cost rate as established by CalPERS on an annual basis that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

Effective in the pay period beginning June 13, 2021, Tier 3 Employees are required to make a 0.25% contribution towards a 401(a) deferred compensation plan for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. (Based on the CalPERS 50% of normal cost for Tier 3 Employees in fiscal year 2020-2021 and fiscal year 2021-2022 being 13.25%).

Effective in the pay period beginning September 5, 2021, Tier 3 Employees are required to make a 2.25% contribution towards a 401(a) deferred compensation plan for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. (Based on the CalPERS 50% of normal cost for Tier 3 Employees in fiscal year 2021-2022 being 13.25%).

If the CalPERS 50% of normal cost for Tier 3 Employees in fiscal year 2022-2023 changes from the existing 13.25%, in the pay period that includes July 1, 2022, Tier 3 Employees are required to make a contribution in an amount that equals the difference between 15.5% and the Tier 3 50% of normal cost in fiscal year 2022-2023 towards a 401(a) deferred compensation plan for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. If the difference between 15.5 % and the current Tier 3 50% of normal cost is zero or less than zero, no contribution is required to be made.

Effective in the pay period beginning September 4, 2022, Tier 3 Employees are required to make a contribution in an amount that equals the difference between 17.5% and the current Tier 3 50% of normal cost towards a 401(a) deferred compensation plan for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. If the difference

between 17.5 % and the current Tier 3 50% of normal cost is zero or less than zero, no contribution is required to be made.

If the 50% of normal cost for Tier 3 Employees in any subsequent fiscal year changes, in the pay period that includes July 1 of that new fiscal year, Tier 3 Employees are required to make a contribution in an amount that equals the difference between 17.5% and the Tier 3 50% of normal cost in that fiscal year towards a 401(a) deferred compensation plan for Police Sworn that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. If the difference between 17.5 % and the current Tier 3 50% of normal cost is zero or less than zero, no contribution is required to be made.

Tier 3 Employees will also be responsible for any administrative costs related to the 401(a) deferred compensation plan.

(d) Police Recruit “Classic” Employees

Regular Police Recruit employees *hired prior to* January 1, 2013, and those hired *after* January 1, 2013, considered to be “Classic CalPERS Members” will be covered under the two percent (2.0%) at age fifty-five (55) retirement benefit formula with the 12 highest paid consecutive month’s final compensation provision.

In accordance with Government Code section 20516, Police Recruit “Classic” Employees have agreed to cost sharing resulting in an employee contribution of eight percent (8%) that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

(e) Police Recruit “PEPRA” Employees

Pursuant to the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”), regular Police Recruit employees *hired after January 1, 2013* who do not otherwise meet the definition of a “Classic CalPERS Member”, will be covered by the two percent (2.0%) at age sixty-two (62) retirement benefit formula with the 36 highest paid consecutive month’s final compensation provision as a “New CalPERS Member”.

Also pursuant to PEPRA, Tier 3 Employees will be responsible for paying an employee contribution for the retirement benefit of fifty percent (50%) of the total normal cost rate as established by CalPERS on an annual basis that will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

21.2 Full-Time Temporary Employees

Full-Time Temporary employees not included within Section 21.1 (a), (b), or (c) above shall be covered by the PARS – 457 Plan. Participating employees will pay half of the contribution or 3.75 percent (3.75%) for the benefit through a bi-weekly payroll deduction on a pre-tax basis. The City will pay the remainder of the contribution or 3.75 percent (3.75%).

ARTICLE 22: EMPLOYEE GROUP HEALTH AND WELFARE BENEFIT PROGRAM

22.1 Group Health and Welfare Insurance Coverage: All Regular employees are eligible to participate in a group health and welfare insurance benefit program, which includes the medical, prescription, dental, vision, life and long term disability insurance plans, effective the first day of employment. The City shall pay the cost of the program for both employee and dependents as indicated below.

(A) 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.

(B) The City will offer two health plans, a "Base Plan" and an optional "Premium Plan". All eligible employees will be enrolled in the "Base Plan" and will have the option on a voluntary basis to enroll in the "Premium Plan" initially, and during the open enrollment period for each subsequent calendar year. Eligible employees that fail to complete the annual open enrollment will automatically be placed in the group health insurance plan they were enrolled in the previous year. Changes will be effective at the beginning of the following calendar year. 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 "Base Plan" rate through a bi-weekly payroll deduction. Employees electing to enroll in the "Premium Plan" will be responsible for premiums beyond the City's contribution of the "Base Plan" composite rate. The employee co-share of premium will be recalculated every January 1st to coincide with the renewal of the City's Group Health Insurance Plan. The City established 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.

Effective December 26, 2021, all employees participating in the Group Health and Welfare Insurance Plan will pay fifteen percent (15%) co-share of premium. The City's contribution toward the monthly group health and welfare insurance composite premium rate for the "Base Plan" shall be 85%. Employees electing to enroll in the "Buy Up Plan" will be responsible for premiums beyond the City's contribution of 85% of the "Base Plan" composite rate.

Effective in January 2022, all active employees will be able to select an optional high deductible plan (medical and prescription only) as an additional lower cost option for group health. The City will contribute a flat rate monthly amount, limited to the amount of the City's contribution toward the "Base Plan" for the high deductible plan. Retirees are not eligible for the high deductible plan.

For specifics regarding the City's Group Health and Welfare Benefit "Premium Plan", refer to the Benefit Summary Plan Description. Specific benefit details of the "Base Plan" will be provided to employees during the annual open enrollment period.

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%) of the “Base Plan” per year (or the actual percent increase in actual costs from the previous calendar year, whichever is lower).

In the event the composite premium rate change for the “Base Plan” is less than 12½%, 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 reserves the right to modify the group insurance composite rate structure to establish classes of coverage and rates in an effort to create a rate structure more compatible to employee claims experience. The City and Union agree to meet and confer prior to any changes being made to the group insurance composite rate structure.

Employees with spousal coverage will be allowed to “opt out” of the City’s group health and welfare insurance coverage (cease paying their share of the premium) January 1, 2012. Employees “opting out” of the City’s group health benefits must provide proof of alternative health care coverage on an annual basis during the open enrollment period.

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.

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

Retail (34 days’ supply)	Co-Pays Effective 4/20/2016
Generic	\$10.00
Brand	\$50.00
No Generic Available	\$20.00
Mail (90 days’ supply)	
Generic	\$20.00
Brand	\$100.00
No Generic Available	\$40.00

Note: Maintenance medications (i.e. a medication taken longer than 60 days) that are filled at the retail co-pay amount more than twice will be filled at the mail order co-pay amount.

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

(D) 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. For specifics regarding the City’s Dental Plan, refer to the Benefit Summary Plan Description.

(E) Long Term Disability: The City has agreed to pay an equivalent monthly premium amount to the Police Association to purchase a long-term disability policy. The Association will

provide a copy of the LTD policy billing to the City on an annual basis, and the City will pay the monthly amount 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 or the actual amount of the billing, whichever is the lesser amount. 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.

(F) Vision Benefits: \$25 deductible plan, 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. For specifics regarding the City's Vision Plan, refer to the Benefit Summary Plan Description.

Effective September 1, 2011, health benefits not provided by Blue Shield will no longer be offered.

22.2 "All active employees hired prior to June 26, 2011, who retire from the City and are eligible for CalPERS benefits upon separation of service shall be eligible for the City to pay a fifty percent (50%) proportionate share of costs of the insurance premium should the retiring employee elect to participate in the group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS. To maintain a qualified status and to continue to receive the benefit, the retired employee must continue the group medical insurance during retirement without a break in coverage. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. Following the death of a retiree, the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse. The City will not contribute payments on behalf of any retiree hired prior to June 26, 2011, except as set forth above.

All active employees hired after June 26, 2011, who retire from the City with five (5) or more years of City service (and eligible for CalPERS benefits upon separation of service) shall be eligible for the City to pay a proportionate share of costs of the "Base Plan" insurance premium should the retiring employee elect to participate in any group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS. To maintain a qualified status, and to continue to receive the benefit, the retired employee must continue the group medical insurance during retirement without a break in coverage and the retired employee and their covered spouses who reach Medicare A/B eligibility age, must enroll in Medicare. For those retirees who qualify, the City shall pay a proportionate share of the cost of the "Base Plan" insurance premiums in accordance with the following formula: 2% for every year of active service with the City of Redding up to a maximum of 50%. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. Following the death of a retiree, the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse. The City will not contribute payments on behalf of any retiree except as set forth above. (Employees who retired prior to July 1, 1998, are eligible for health coverage only.)

Retiring employees who were hired or worked under a different Memorandum of Understanding (MOU) or City Resolution shall be vested with the greatest retiree premium co-share formula in effect and for which that employee qualified for during his or her term of employment.

22.3 The City and the Association agree to allow the Association to the Peace Officers Research Association of California (PORAC) Retiree Medical Reimbursement Trust at the employees' expense. The bargaining unit will have the right to increase the deduction for the trust and/or establish a leave separation contribution during the term of the contract, subject to IRS rules. The purpose of the Trust will be to assist with medical premiums and expenses not covered by the City's Health and Welfare Benefit program.

22.4 Regular employees are eligible to participate in the City's Deferred Compensation Plan through voluntary payroll deductions from the employee's pay.

22.5 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.

22.6 The City and the Association agree to meet and discuss during the term of this Agreement the recommendations of the Health Insurance Task Force.

22.7 The City will deduct 1% of gross taxable earnings, per pay period, pre-tax, from each members' compensation and transmit the funds to the VantageCare Retirement Health Saving Plan (RHS). In addition, any eligible sick leave pay out made upon retirement of RPOA members will be contributed to the VantageCare RHS per Section 15.5.

22.8 The City and the Union agree to reopen negotiations if any changes to the Affordable Care Act affect matters within the scope of representation.

ARTICLE 23: TERM

23.1 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 thirtieth day of September, 2023, 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.


23.2 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.

23.3 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 24: ENTIRE AGREEMENT


24.1 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.

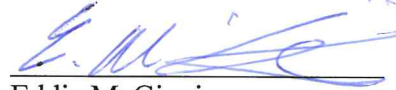
IN WITNESS WHEREOF, the parties have executed these Amendments to the Memorandum of Understanding to be effective March 3, 2021.



Barry Tippin
City Manager

Gage Dungy
Negotiator



Sheri DeMaagd
Assistant City Manager/Personnel Director


Kelley Martinez
Personnel Manager



Eddie McGinnis
President, RPOA



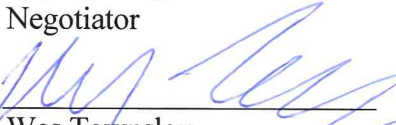
Dan Thompson
Negotiator




Brian Moore
Negotiator



Regan Ortega
Negotiator



Wes Townsley
Negotiator



Aaron Hollemon
Negotiator

PEACE OFFICERS ASSOCIATION OF REDDING
EXHIBIT "A-1"
Effective: March 7, 2021

J/C	Classification	Step - Hourly Pay Rate								Step 9 Monthly Equivalent
		1	2	3	4	5	6	7	8	
659	Canine Officer**	\$16.18								
680	Police Recruit	\$27.01								
660	Police Officer	\$31.65	\$33.22	\$34.88	\$36.63	\$38.46	\$40.38	\$42.40	\$44.52	\$46.75
623	Police Court Officer*								\$45.68	\$47.96
626	Crisis Intervention Response Team Officer*									\$49.13
625	Police Investigator Detective *									\$49.13
628	School Resource Officer*						\$42.44	\$44.56	\$46.79	\$49.13
629	Police Corporal									\$50.23
										\$8,103
										\$8,314
										\$8,515
										\$8,515
										\$8,515
										\$8,707

* Positions subject to temporary upgrade or temporary reclassification only, and appointments or assignments may be terminated.

** Classification for canine care and maintenance only.

For those assignments of ARMOR, SERT ~~SWAT~~, Certified Instructors, and ID Technicians, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

Note: Pay rates are calculated utilizing a standardized formula and small differences may occur due to rounding.

PEACE OFFICERS ASSOCIATION OF REDDING
EXHIBIT "A-2"
Effective: June 13, 2021

J/C	Classification	Step - Hourly Pay Rate								Step 9 Monthly Equivalent
		1	2	3	4	5	6	7	8	
659	Canine Officer**	\$16.42								
680	Police Recruit	\$27.42								
660	Police Officer	\$32.12	\$33.72	\$35.41	\$37.18	\$39.04	\$40.99	\$43.04	\$45.19	\$47.45
626	Crisis Intervention Response Team Officer*									\$49.86
625	Police Detective*									\$49.86
628	School Resource Officer*						\$43.07	\$45.23	\$47.49	\$49.86
629	Police Corporal									\$50.99
										\$8,225
										\$8,643
										\$8,643
										\$8,643
										\$8,838

* Positions subject to temporary upgrade or temporary reclassification only, and appointments or assignments may be terminated.

** Classification for canine care and maintenance only.

For those assignments of ARMOR, SWAT, Certified Instructors, and ID Technicians, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

Note: Pay rates are calculated utilizing a standardized formula and small differences may occur due to rounding.

PEACE OFFICERS ASSOCIATION OF REDDING

EXHIBIT "A-3"

Effective: September 5, 2021

J/C	Classification	Step - Hourly Pay Rate									Step 9 Monthly Equivalent
		1	2	3	4	5	6	7	8	9	
659	Canine Officer**	\$17.57									
680	Police Recruit	\$29.34									
660	Police Officer	\$34.37	\$36.08	\$37.89	\$39.78	\$41.77	\$43.86	\$46.05	\$48.35	\$50.77	\$8,800
626	Crisis Intervention Response Team Officer*									\$53.35	\$9,248
625	Police Detective*									\$53.35	\$9,248
628	School Resource Officer*						\$46.09	\$48.39	\$50.81	\$53.35	\$9,248
629	Police Corporal									\$54.56	\$9,456

* Positions subject to temporary upgrade or temporary reclassification only, and appointments or assignments may be terminated.

** Classification for canine care and maintenance only.

For those assignments of ARMOR, SWAT, Certified Instructors, and ID Technicians, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

Note: Pay rates are calculated utilizing a standardized formula and small differences may occur due to rounding.

PEACE OFFICERS ASSOCIATION OF REDDING
EXHIBIT "A-4"
Effective: September 4, 2022

J/C	Classification	Step - Hourly Pay Rate								Step 9 Monthly Equivalent
		1	2	3	4	5	6	7	8	
659	Canine Officer**	\$18.80								
680	Police Recruit	\$31.39								
660	Police Officer	\$36.77	\$38.61	\$40.54	\$42.57	\$44.69	\$46.93	\$49.28	\$51.74	\$54.33
626	Crisis Intervention Response Team Officer*									\$57.09
625	Police Detective*									\$57.09
628	School Resource Officer*						\$49.32	\$51.78	\$54.37	\$57.09
629	Police Corporal									\$58.37
										\$9,416
										\$9,895
										\$9,895
										\$9,895
										\$10,118

* Positions subject to temporary upgrade or temporary reclassification only, and appointments or assignments may be terminated.

** Classification for canine care and maintenance only.

For those assignments of ARMOR, SWAT, Certified Instructors, and ID Technicians, a specialty pay of five percent (5%) over base pay will be paid but shall be limited to such time as they are performing that specific function.

Note: Pay rates are calculated utilizing a standardized formula and small differences may occur due to rounding.

EXHIBIT "B"

JOB DEFINITIONS

Police Recruit

Under direction, to attend a Peace Officer Standards and Training (P.O.S.T.) certified Police recruit academy; upon graduation from the academy will be sworn in as a full-duty Police Officer; and to do related work as required.

Police Officer

An employee who is engaged in performing all classes of law enforcement work. Duties include, but are not limited to, traffic law enforcement, regulation enforcement, crime prevention and crime investigation from complaint to final solution of cases within assigned area. In keeping with the concept of career development, as an officer progresses through the various steps the employee may be assigned increasingly more complex and varied duties in all fields of law enforcement work. The employee's background of training and experience shall be such as to qualify the employee to perform the duties with skill, efficiency, tact and diplomacy.

Corporal

Supervises employees who perform all classes of law enforcement work. Duties include, but are not limited to, planning work, coordinating field activity, counseling, and training of personnel. The employee shall have the personal qualifications of leadership and supervisory ability, knowledge of laws and court procedures, and be familiar with the City's accounting procedures, policies, rules, and regulations.

EXHIBIT "C"

REDDING POLICE DEPARTMENT

POLICE OFFICER PERFORMANCE EVALUATION INSTRUCTIONS

INTRODUCTION

The police officer performance package has been designed to establish clear expectations of work performance. The philosophy behind its development centers around the principle that all employees want to do a good job, but need to know what is expected of them to do so. With that goal in mind, performance standards have been drafted describing what is expected of the Redding Police Department's Police Officers.

PERFORMANCE STANDARDS

A set of standards has been drafted defining the responsibilities of the police officer. The performance standards have been drafted as specifically as possible, but obviously not so specific that they can only apply to one assignment. Regardless of a specific division, assignment, or job title, certain performance standards are expected to be maintained no matter what the assignment. The performance standards are intended to clearly define these expectations and form the basis from which police officers' performance will be evaluated.

PERFORMANCE EVALUATION

The goal of the annual performance evaluation is to document past performance, provide direction for future performance, and increase communication between employees and supervisors.

The evaluation form used to rate a police officer's performance has been designed to reflect each of the performance standard categories. In each category, a police officer can be rated "Outstanding," "Exceeds Standards," "Meets Standards," "Below Standard" or "Unsatisfactory," as the case may be. A checkbox in the rating which most closely represents an officer's performance in each performance category shall be made.

At the top of the first page of the evaluation form, it is important to complete the identifying information requested.

Examples of performance incidents justifying ratings in each rating category, as well as the overall rating, shall be listed in the comments' section of the evaluation form.

COMPENSATION

Police officers of this department are paid within a salary range. Upon initial appointment, an employee is normally paid the lowest wage rate for that classification. Those police officers who receive

evaluations indicating they are rated overall “Meets Standards” or “Exceeds Standards” will be advanced to the next scheduled salary step.

Any police officer who is rated as overall “Unsatisfactory” or Below Standards” may be denied a salary step increase and/or disciplined as outlined under the City of Redding Discipline Policy.

STANDARD PERFORMANCE POLICY

Substandard performance hurts the organization by forcing other police officers to carry a greater portion of the day-to-day workload. For these reasons, every attempt will be made to encourage all police officers to perform at a level where all standards are being met and/or exceeded. To this end, two clauses have been added to the evaluation package and apply to all performance standards.

A. CLAUSE #1:

1. If an officer is not meeting the expectations in any single performance element, the supervisor will meet with the officer, through a counseling session, and clarify how the officer is perceived not to be meeting the standard.
2. There will be no employees “surprised” with a substandard rating. Written notice shall have occurred with the police officer, describing the deficiency and providing time for correction.
3. If the officer’s “Below Standards” work is critical enough that the officer’s overall rating might be adversely affected, the supervisor will meet with the officer and prepare a Performance Improvement Plan to correct the deficiency. The plan will be in writing.
4. If the officer successfully implements the plan to correct performance, the officer will be rated as satisfactory in this element; if not, the officer will get an unsatisfactory rating in that element.

B. CLAUSE #2:

1. If the plan referenced above becomes unattainable, the officer should initiate contact with the supervisor to renegotiate.

SUPERVISOR RESPONSIBILITY

- A. Fair and accurate evaluations
- B. Review all aspects of performance
- C. Provide honest feedback and suggestions for improvement

- D. Utilize evaluation process to improve communication
- E. Provide goals and objectives for the employee's career development

USE OF PERFORMANCE PROFILES

- A. When considering the overall rating, all aspects of an officer's performance shall be considered, including field enforcement and productivity, quality, reports, internal and external relations, safety, work habits and professional appearance, equipment use, and maintenance.
- B. Performance profiles are one valid means, among others, of determining officer performance provided that the number of arrests made and/or the number of citations issued by an officer may not be used as the *sole* criteria for promotion, demotion, dismissal, including discipline or reduction in pay, the earning of any benefit provided by the police department, or for the receipt of an overall "Below Standards" rating on any annual performance evaluation, except as outlined under paragraph "D."
- C. When considering the rating in the "Level of Field Enforcement Activity" element, all aspects of an officer's field enforcement activity shall be considered, including total incidents, total cases, total arrests, total citations, and total FIs.
- D. For purposes of the overall evaluation, an officer who is consistently (half or more than half of the qualifying months) below 50 percent of the calculated shift average in arrests or citations may receive an overall "Below Standards" rating.

1. A “qualifying month” is any month in which the officer works 100 hours converted to 10 or more full work shifts (days) while being primarily assigned to Field Enforcement.
 2. The average number of arrests or citations per work shift will be calculated without considering the highest or the lowest number of arrests or citations respectively issued by any officer on that same work shift.
 3. Officers who, in addition to their normal duties, have special assignments, are expected to maintain a “Meets Standards” or “Exceeds Standards” rating in field enforcement activity level.
 4. Officers who work less than 100 hours in a month will still have their workload considered as part of their level of field enforcement activity for the year.
- E. When evaluating an officer’s overall performance, performance profiles shall only be used when all other applicable factors are also considered, including attendance, punctuality, work safety, complaints by citizens, commendations, demeanor, formal training, and professional judgement.
- F. Performance profiles will be published by the 25th day of the following month to individual officers to make each officer aware of his/her field enforcement activity level.
- G. Implementation of these expectations shall not result in the establishment of any quota of arrests made and/or citations issued or any other policy requiring a minimum number of arrests made and/or citations issued for any given period of time.

EVALUATION REVIEW

The overall rating is not intended to be an average of the ratings on individual performance factors. In every job some results and factors are more important than others and should be given greater weight. Should a regular employee disagree with his/her overall rating or any portion thereof (for any element that is rated less than satisfactory), the employee has the right to have the City Manager review the Performance Evaluation. The employee shall have the right to have an Association Representative present. The City Manager's review and decision relating to the Performance Evaluation will be final. Such appeal to the City Manager must be made within 30 days of the date the employee receives the Performance Evaluation.

REDDING POLICE DEPARTMENT

CORPORAL PERFORMANCE EVALUATION INSTRUCTIONS

INTRODUCTION

The corporal performance package has been designed to establish clear expectations of work performance. The philosophy behind its development centers around the principle that all employees want to do a good job, but need to know what is expected of them to do so. With that goal in mind, performance standards have been drafted describing what is expected of the Redding Police Department's Corporals.

PERFORMANCE STANDARDS

A set of standards has been drafted defining the responsibilities of the corporal. The performance standards have been drafted as specifically as possible, but obviously not so specific that they can only apply to one assignment. Regardless of a specific division, assignment, or job title, certain performance standards are expected to be maintained no matter what the assignment. The performance standards are intended to clearly define these expectations and form the basis from which corporals' performance will be evaluated.

PERFORMANCE EVALUATION

The goal of the annual performance evaluation is to document past performance, provide direction for future performance, and increase communication between employees and supervisors.

The evaluation form used to rate a police officer's performance has been designed to reflect each of the performance standard categories. In each category, a police officer can be rated "Outstanding," "Exceeds Standards," "Meets Standards," "3 - Below Standard" or "Unsatisfactory," as the case may be. A checkbox in the rating which most closely represents an officer's performance in each performance category shall be made.

At the top of the first page of the evaluation form, it is important to complete the identifying information requested.

STANDARD PERFORMANCE POLICY

Substandard performance hurts the organization by forcing other corporals to carry a greater portion of the day-to-day workload. For these reasons, every attempt will be made to encourage all corporals to perform at a level where all standards are being met and/or exceeded. To this end, two clauses have been added to the evaluation package and apply to all performance standards.

A. CLAUSE #1:

1. If the corporal is not meeting the expectations in any single performance element, the supervisor will meet with the corporal, through a counseling session, and clarify how the corporal is being perceived not to be meeting the standard.
2. There will be no employees "surprised" with a substandard rating. Written notice shall have occurred with the corporal, describing the deficiency and providing time for correction.
3. If the corporal's "Below Standards" work is critical enough that the corporal's overall rating might be adversely affected, the supervisor will meet with the corporal and prepare a Performance Improvement Plan to correct the deficiency. The plan will be in writing.
4. If the corporal successfully implements the plan to correct performance, the corporal will be rated as satisfactory in this element; if not, the corporal will get an unsatisfactory rating in that element.

B. CLAUSE #2:

1. If the plan referenced above becomes unattainable, initiate contact with the supervisor to renegotiate.

SUPERVISOR RESPONSIBILITY

- A. Fair and accurate evaluations
- B. Review all aspects of performance

- C. Provide honest feedback and suggestions for improvement
- D. Utilize evaluation process to improve communication
- E. Provide goals and objectives for the employee's career development

EVALUATION REVIEW

The overall rating is not intended to be an average of the ratings on individual performance factors. In every job, some results and factors are more important than others and should be given greater weight. Should a regular employee disagree with his/her overall rating or any portion thereof (for any element that is rated less than satisfactory), the employee has the right to have the City Manager review the Performance Evaluation. The employee shall have the right to have an Association Representative present. The City Manager's review and decision relating to the Performance Evaluation will be final. Such appeal to the City Manager must be made within 30 days of the date the employee receives the Performance Evaluation.

EXHIBIT "D"

CITY OF REDDING
REIMBURSEMENT AGREEMENT
(Police Recruit)

This employment agreement ("Agreement") is made, entered into by and between the City of Redding ("City") and _____ ("Recruit") (collectively referred to as the "Parties") as of the ____ day of _____, _____, in the City of Redding, County of Shasta, California.

RECITALS

WHEREAS, the Recruit wishes to become employed as a Police Officer with the City;
and

WHEREAS, the City wishes to employ Recruit in the classification of Police Recruit so Recruit may eventually be employed as a Police Officer with the City;

WHEREAS, the Recruit must obtain the necessary education and/or training necessary to qualify as a police officer;

WHEREAS, the City is willing to financially contribute to the education and training of the Recruit;

WHEREAS, the Recruit will receive great and lasting benefit from the education and training;

WHEREAS, the City will incur significant expense in financing the Recruit's education and training; and

WHEREAS, in consideration of the City paying for the Recruit's Peace Officer Standards and Training ("P.O.S.T.") Academy education and training, if the City offers the Recruit a Police Officer Position and the Recruit accepts, the Recruit agrees to work for the City for at least twenty-four (24) months (subject to the City initiated separation of the Recruit from employment), and if the Recruit does not remain employed for this period, the Recruit agrees to pay the City damages as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: The City and the Recruit agree that the recitals contained hereinabove are true and correct.

SECTION 2: The City agrees to pay for the Recruit's P.O.S.T. Academy costs and expenses not to exceed _____.

SECTION 3: The Recruit agrees to enroll in classes at the P.O.S.T. Academy beginning on _____, and attend such classes until completion of the requirements to be eligible for employment as a police officer. If the Recruit voluntarily withdraws from the P.O.S.T. Academy training, the Recruit agrees to reimburse the City for all P.O.S.T. Academy costs and expenses incurred up to the point of withdrawal.

SECTION 4: The Recruit agrees that their failure to successfully complete the P.O.S.T. Academy will result in no offer of employment as a Police Officer by the City.

SECTION 5: The Recruit agrees that this Agreement does not create a property right in employment in the position of Police Officer in the Police Department of the City. The Recruit agrees that the City may at any time reassign, discipline or separate the Recruit with or without cause.

SECTION 6: The Recruit understands that this Agreement does not grant any special rights or benefits from the City and does not require the City to offer a position as a Police Officer. The Recruit further understands that if offered employment in the position of Police Officer by the City, this Agreement does not alter or affect any other terms or conditions of employment with the City.

SECTION 7: The Recruit understands that upon successful completion of the P.O.S.T. Academy and field training as determined by the City, and upon meeting all other criteria needed to receive proper certification to become a police officer, the City may offer the Recruit the position of Police Officer in the Police Department of the City. If an offer is made by the City and accepted by the Recruit, the Recruit agrees to remain employed with the City (absent release from probation or other City-initiated separation from employment) for at least twenty-four (24) months commencing upon the Recruit being first employed as a sworn City Police Officer. Any absence from work due to illness, non-duty related injury, or other cause for a period greater than two weeks shall be excluded from the twenty-four months period of service referenced above. If the Recruit does not remain so employed (but for a probationary or other City-initiated separation), the Recruit agrees to pay the City damages as set forth in Section 8. This reimbursement shall not include the wages paid and received by the Recruit as Police Recruit.

SECTION 8: Upon failure by the Recruit to maintain employment for at least twenty-four (24) months as set forth above, the Recruit shall pay to the City a sum equivalent to \$_____ per month for each month less than the twenty-four (24) months worked as a Police Officer to compensate the City for costs and expenses incurred related to his/her P.O.S.T. Academy education and training. (Said damages shall not accrue where the failure to remain employed is the result of probationary or other City-initiated separation.) The Parties agree that it is impossible to ascertain the entire or exact cost, damage, or injury which the City may sustain by reason of the breach, and such sum is agreed on as compensation for the injury suffered by the City, and not as a penalty.

SECTION 9: The Recruit agrees that without the necessity of a judgment being rendered against him/her, the total amount of the agreed upon damages described in Section 8 shall be deducted from what would otherwise have been the City's final cash distribution to the

Recruit (i.e., salary, accrued vacation and/or other earned benefits). In the event that said distribution is inadequate to fully compensate the City as required herein, the remaining damages shall be remitted by the Recruit to the City within 30 calendar days of leaving employment.

SECTION 10: The Recruit acknowledges that his/her execution of this Agreement, although voluntary, is a necessary prerequisite to employment with the City in the classification of Police Recruit, and failure to sign the Agreement will disqualify the Recruit from employment in this classification.

SECTION 11: This Agreement constitutes the complete understanding between or among Employee on the one hand, and the Port and any other Released Party on the other hand, and supersedes any and all prior agreements, promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. The parties desire that this Agreement represents a single integrated contract expressing the entire agreement of the parties with respect to matters set forth herein. No promises, agreements, or modifications to this Agreement made subsequent to the execution of this Agreement by these parties shall be binding unless reduced to writing and signed by authorized representatives of these parties. The parties to this Agreement represent that this Agreement may be used as evidence in any subsequent proceeding in which any of the parties alleges a breach of this Agreement or seeks to enforce its terms, provisions or obligations.

SECTION 12: Should any of the provisions or terms of this Agreement be determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, the validity of the remaining parts, terms, or provisions, shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

IN WITNESS to the agreement of both parties, the Parties have affixed their signatures below. This Agreement shall become effective the day the Parties execute the agreement. This agreement may be executed in counter-parts, and a copy of this agreement may have the same force and effect as the original.

RECRUIT

[insert name]

Date

CITY OF REDDING

[insert name], City Manager

Date

EXHIBIT “E”

REDDING POLICE DEPARTMENT

SUBSTANCE ABUSE POLICY

SUBSTANCE ABUSE POLICY

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I. POLICY

It is the policy of the City of Redding (City) to foster and provide a drug and alcohol-free workplace for all employees. A drug and alcohol-free workplace protects the safety of the public as well as the City's valuable employee resources.

A. POLICY PHILOSOPHY

Police Department employees represent the City to the general public in highly visible and often stressful situations. As a result, police officers must make critical decisions that affect both public safety and the safety of fellow employees.

Because the role of law enforcement is so crucial to the general welfare of the community, it is held to a higher standard of scrutiny and conduct than the general public. This is particularly important in the use of alcohol or drugs. Consequently, substance abuse cannot be tolerated by members of this Department.

B. POLICY PURPOSES

The purposes of the City's Substance Abuse Policy are:

1. To implement a fair and balanced approach to eliminating substance abuse and its negative effects on job performance and public safety.
2. To encourage voluntary rehabilitation.

C. APPLICATION OF POLICY

This policy shall apply to all employees in the RPOA bargaining unit of the Police Department.

D. GUIDING PRINCIPLES

There are three guiding principles underlying the City's policy on a drug and alcohol-free workplace. They are:

1. Education

The City believes that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.

2. Deterrence/Enforcement

The City is committed to eliminating the effects of substance abuse in the workplace. The substance abuse policy will be strictly enforced. Violation of its requirements may be cause for discipline, up to and including termination of employment.

3. Treatment

The City is committed to helping employees with admitted substance abuse problems overcome those problems, not detrimental to public safety and encourages voluntary rehabilitation.

E. RULES

In furtherance of the substance abuse policy, the City has formulated clear rules and penalties to ensure compliance. Violation of these rules may result in disciplinary action up to and including discharge. The primary rules are:

1. The use of illegal drugs and the illegal use of prescription drugs or controlled substances are prohibited. Cannabis is an illegal drug by Federal law and is not considered prescription medication for purposes of this section.
2. The manufacture, sale, distribution, or possession of illegal or controlled drugs, and any attempt to offer to sell or distribute illegal or controlled drugs by any employee at any time except in the performance of the employees responsibilities is prohibited.
3. Employees shall not report for work or be in stand-by or on-call status while they have in their system alcohol, illegal drugs, or prescription drugs that will adversely affect their alertness, coordination, reaction, response or safety, unless so authorized or directed by a supervisor.
4. The use or possession of alcohol while on duty, including lunch and breaks, or in the workplace except in the performance of the employees responsibilities is prohibited. The possession of an unopened, sealed container of alcohol, because of an unsolicited delivery, is not a violation of this rule, provided that the employee/recipient immediately notifies his/her supervisor of such delivery.
5. The use or possession of cannabis, hashish, and/or concentrated cannabis in any form, except in the performance of the employee's work-related responsibilities, is prohibited and considered serious misconduct. This includes whether or not these substances have been recommended to the employee as having medicinal value by a medical professional.
6. Employees who appear to be affected on the job by drug or alcohol use may be required to submit to drug/alcohol testing pursuant to section V.

7. Any employee taking prescription medications which may affect job performance must report this treatment to his or her immediate supervisor prior to reporting for duty and provide a prescription within twenty four (24) hours if requested.
8. Employees shall report on duty conduct prohibited by this policy immediately to their supervisor when employees have a reasonable basis to believe that another employee is engaging in such activities.
9. A copy of this policy will be delivered to each current and each new employee. Such delivery shall be acknowledged in writing. Each employee shall read and abide by the provisions of this policy.

II. MANAGEMENT RESPONSIBILITIES

Management will:

- A. Be fully conversant with the policies and procedures set forth herein;
- B. Train employees in the policies and procedures concerning substance abuse, and in the dangers of such abuse;
- C. Be knowledgeable about the City's program for substance abuse rehabilitation;
- D. Be aware of substance abuse indicators (see illustrative list Section V, Paragraph 2);
- E. Document all instances of violations of this policy;
- F. Conduct investigations promptly and properly when suspicion exists that an employee may be impaired or affected by drug or alcohol use;
- G. Conduct investigations promptly and properly when the presence or use of drugs or alcohol in the workplace or during work time, including lunch or breaks, is suspected;
- H. When the results of investigations indicate that discipline is warranted, impose fair and reasonable discipline in an appropriate manner consistent with the elements of the individual case;
- I. Monitor the participation and progress of employees in rehabilitation or aftercare programs;

III. TRAINING

The City will develop and conduct drug/alcohol awareness training sessions for all employees concerning this Policy, and the personal, safety and work effects of drug and alcohol use. Management will require attendance at such training sessions.

Management will use its best efforts to ensure that all supervisors are trained in substance abuse observation techniques at the earliest possible time following appointment to a supervisory rank.

IV. SUBSTANCES FOR WHICH TESTING WILL OCCUR

The City will test for substances included by the United States Department of Health and Human Services (DHHS) and will test in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) standards as such lists exist at the time of testing. Currently substances included under SAMHSA standards are as follows:

- A. Cannabis(cannabinoids)
- B. Cocaine
- C. Opioid (narcotics such as heroin, morphine, codeine and other medicinal narcotics)
- D. Phencyclidine (PCP)
- E. Amphetamines (racemic amphetamine, dextroamphetamine, and methamphetamine)
- F. Alcohol
- G. Barbiturates
- H. Benzodiazepines
- I. Methaqualone

In addition to the substances listed above, the City may request that specimens be tested for the presence of anabolic steroids.

V. SUBSTANCE TESTING PROCEDURES

A. CATEGORIES OF TESTING

The City will conduct the following types of drug/alcohol tests:

1. Voluntary

When an allegation against an employee not rising to the level required for reasonable suspicion testing occurs, an employee may volunteer to submit to drug/alcohol testing at the employer's expense with prior approval of the City.

2. Reasonable Suspicion

Employees must submit to tests for alcohol and/or for illegal and controlled substances when the employee is reasonably suspected of being impaired or affected by drug or alcohol use.

Reasonable suspicion for testing means suspicion based on specific personal observation of two (2) supervisors, unless only one supervisor is practically available. (For this purpose, supervisor shall be defined as an employee of the rank of Corporal or above). The observing supervisor(s) must have been trained in the detection of drug and alcohol use, and shall describe and document:

- a. Specific personal and articulate observations concerning the appearance, behavior, speech, or performance of the employee; or
- b. Violation of a safety rule, or other unsafe work incident which, after further investigation of the employee's behavior, leads the supervisor(s) to believe that drug or alcohol use may be a contributing factor; or
- c. Other physical, circumstantial, or contemporaneous indicators of drug or alcohol use.

While observations and reports of third parties do not of themselves constitute reasonable suspicion, they may trigger an internal or administrative investigation. A drug/alcohol test may be required as a part of such investigation.

When such tests are ordered, the supervisor will document the circumstances leading to the issuance of the order, including the names of all witnesses.

3. Internal or Administrative Investigations

When conducting internal or administrative investigation, and if there is reasonable suspicion to believe the employee is under the influence of drugs or alcohol, supervisors shall send the involved employee for drug/alcohol testing. Examples of when such testing may be required are:

- a. Involvement in an accident while on duty that results in injury to the employee or another person, or in significant property damage.
- b. Involvement in a critical incident while performing law enforcement duties. For this purpose a critical incident shall be defined as:
 - (1) Use of deadly force
 - (2) Accidental/intentional discharge of a firearm (not including range practice)
 - (3) An application of force resulting in serious injury or death
 - (4) A complaint of the use of excessive force which caused serious injury
 - (5) Other life threatening incidents

To the extent feasible under the circumstances, an employee subjected to a substance test as part of a criminal investigation will also be tested under these procedures.

When such tests are ordered, the supervisor will document the reasons for the test in a written order, including the circumstances and names of all witnesses. The decision to test shall not be arbitrary or capricious and good cause shall be evident.

4. Random

Random drug/alcohol testing will be required for all Department peace officers.

The universal process for selection purposes will consist of all sworn peace officers in the Police Department.

The City will determine when such testing shall occur. Selection for random testing will be made by an outside vendor. Numeric designations rather than employee names will be provided to the vendor for the selection process. When random tests are ordered, the collection of the test specimen will occur during, or at the end of the employee's normal work shift, or time outside of normal shift that is agreed upon by employee and City. To the extent operationally feasible as determined by the City, a lot of one or more names provided by the vendor for testing purposes will be tested before a subsequent lot of one or more names is tested.

B. TESTING PROCESS

The testing or processing phase, including the cut-off levels for tested substances (Attachment "A"), will be consistent with SAMSHA standards as they exist at the time of testing and will be performed at a SAMSHA certified facility.

1. The order to submit to a substance test may initially be given verbally. Subsequently, the employee will be given the order in writing setting forth the reasons therefore and signed by the Chief of Police or designee. Such written order will be issued as soon as is practicable after the initial order is given for the test, but may not be issued until after the test is administered.
2. The employee will be advised of his/her right to have a representative present prior to testing. A reasonable amount of time will be allowed for a representative to appear. If no representative is available within a reasonable time, the testing procedure will begin.
3. The employee must submit to a drug/alcohol test and sign a Release and Consent Form. Failure to submit to a drug/alcohol test or to sign the Release and Consent Form will be considered to be insubordination for failure to follow a direct order. An employee taking such action will be placed on leave-without-pay and may be subject to discipline up to and including discharge from City employment.
4. Except for random testing, an employee sent for non-voluntary testing will be placed on leave-with-pay status until the test results are rendered to the Department.

5. When notifying the appropriate collection facility that an employee is being transported for testing, the employee will not be identified by name. However, at the point of collection the employee will be identified to the Medical Review Officer or his designee, in accordance with SAMHSA standards. The representative may join them should he/she desire to do so.
6. A supervisor will transport and/or accompany the employee to the collection facility, except when random testing.
7. The drug test will consist of a urine sample for Voluntary and/or Random testing. A urine and/or blood sample will be collected for Reasonable Suspicion and/or Internal or Administrative Investigations. The sample choice will be at the discretion of the Chief of Police, or designee. The procedures for collection of the urine sample will be in compliance with SAMHSA standards. An initial positive report will not be considered positive; rather it will be classified as confirmation pending.
8. When a urine and/or blood sample is requested for Reasonable Suspicion and/or an Internal or Administrative Investigation, two samples will be taken. One will be used for the initial test and the second will be stored in a secured refrigerated evidence area within the Redding Police Department for one year with only an IA number as an identifier.
9. The confirmation test will be a GC/MS procedure in compliance with SAMHSA standards. The confirmation test will use the same sample as taken in the initial step. Notification of positive test results to the Chief of Police or designee will be held until the confirmation test results are obtained. In those cases where the second test confirms the presence of drugs in the sample, the sample will be retained for a minimum of six (6) months to allow further testing if requested.
10. Employees who have been subjected to a drug/alcohol test where no alcohol or illegal drugs were found, will receive a report so stating and then shall return to work. A copy of the report will be stored in a separate employee medical file. Refer to section IX.
11. If the test result is positive, the Medical Review Officer will provide an opportunity for the employee to discuss whether there is a legitimate medical explanation for the test results.
12. Verified drug/alcohol test results will be sent directly to the Chief of Police from the Medical Review Officer.
13. The Chief of Police, or designee, will provide an opportunity for the employee to meet with him/her and discuss the drug/alcohol test result.
14. If the result is positive, rehabilitation and/or disciplinary action will be determined and administered by the Chief of Police or designee.

15. An employee who does not pass a drug/alcohol test may request that the original urine and/or blood sample be analyzed again at the employee's expense at the rate charged to the City. Such analysis shall conform to SAMHSA standards and shall be performed by the SAMHSA certified laboratory. The SAMHSA laboratory may be designated by the employee but must be located in California.
16. Each step in the collecting and processing of the urine and/or blood sample will be documented to establish procedural integrity and the chain of evidence.
17. Time required to participate in a non-voluntary testing procedure outside of an employee's normal work shift will be considered time worked for overtime purposes.

VI. REHABILITATION

A. METHODS OF REFERRAL

Employees may be referred to rehabilitation programs in the following manners:

1. Voluntary Self-Referral

An employee who has a legal drug and/or alcohol abuse problem can voluntarily refer him/herself to a Licensed Substance Abuse Counselor for treatment. The Counselor will evaluate the employee and make a specific determination of appropriate treatment.

Voluntary self-referral does not relieve the employee of the obligation to submit to drug/alcohol testing as may be required by management pursuant to this policy.

2. Referral by Department Management

Employees with positive legal drug/alcohol test results may be directed by the Chief, or designee, to submit to evaluation by a Counselor and if recommended by the Counselor, to participate in a substance abuse rehabilitation program.

For the purpose of this section "legal drug" shall be defined as over-the-counter and/or prescription drugs prescribed to the employee.

B. REHABILITATION AND AFTERCARE PROGRAMS

1. The terms and conditions of the rehabilitation program and the aftercare program will be determined on a case-by-case basis by the Counselor and the Chief of Police, or designee, in a meeting with the employee. While such terms and conditions will be discussed with the employee, they are ultimately subject to the decision of the Chief, or designee. The employee will be required to abide by such terms and conditions. Refusal or failure to do so may be grounds for disciplinary action up to and including termination.

2. The employee may be placed in a medically supervised rehabilitation program, which may include full in-patient hospital care or outpatient rehabilitation care, provided by a City approved drug/alcohol rehabilitation facility.
3. If recommended by the Counselor and treatment facility, the employee may apply for a leave of absence to the limits as outlined in the M.O.U. (Memorandum of Understanding) between the City and the RPOA.
4. The Counselor and the treatment facility, if used, must certify in writing to the Chief of Police of the employee's successful treatment completion and release to work.
5. After the employee has successfully completed the rehabilitation program, the employee will be placed in an aftercare program.
6. The employee may, at the recommendation of the Counselor and at the discretion of the Chief of Police, be permitted to return to work in his/her job classification during outpatient rehabilitation or during aftercare. To qualify for such return to work the employee must reasonably be expected to perform his/her job responsibilities.
7. Prior to returning to work the employee may be scheduled for an examination, including a drug/alcohol test at the discretion of the Chief of Police.
8. Employees participating in rehabilitation and aftercare programs, as a condition of such participation, will be subject to drug/alcohol testing as may be deemed appropriate by the Chief, or designee.
9. Any changes or modifications in the rehabilitation or aftercare programs must be approved by the Chief of Police.
10. The employee may use appropriate accrued leave as provided in personnel rules and/or in the MOU during absences for rehabilitation and aftercare programs. If no such accrued leave is available, the employee will be in a non-pay status.
11. Costs associated with all rehabilitation and aftercare programs are the responsibility of the employee. However, the employee may use City provided group health insurance benefits, if they apply, to such programs. The City will utilize rehabilitation and aftercare programs authorized under the City's group health insurance plan where available.
12. The number of times an employee can participate in a rehabilitation and aftercare program will be determined by the Chief of Police.
13. Records regarding an employee's rehabilitation program, aftercare program, and the Return to Work Agreement will be in the possession of the Counselor, department management, and the Personnel Manager until such time as the employee is released from the rehabilitation and aftercare programs. At that time

City retained records will be transferred to the Personnel Office and there maintained in accordance with Section X of this Policy.

VII. DISCIPLINARY ACTION

The City may take disciplinary action up to and including discharge against any employee who:

- A. Tests positive for alcohol or for substances, as identified in Section IV in an amount which meets or exceeds the cut-off levels established by SAMHSA, as they exist at the time of testing (Attachment "A"),
- B. Refuses required testing pursuant to this Policy,
- C. Adulterates or otherwise interferes with accurate testing required pursuant to this Policy,
- D. Fails to comply with the provisions of the return to work and aftercare programs,
- E. Has used illegal drugs while employed as a peace officer by the City of Redding,
- F. Has abused prescription drugs while employed as a peace officer by the City of Redding,
- G. Violates a rule in Section E of this Policy.

Disciplinary action will be consistent with the City's established Policies.

VIII. MEDICAL REVIEW OFFICER

- A. Only a qualified Medical Review Officer (MRO) in accordance with SAMHSA standards will receive laboratory results generated by drug/alcohol testing.
- B. The responsibilities of the MRO are outlined in Attachment "B". These responsibilities are consistent with SAMHSA standards. If such standards relating to the role of the MRO change so shall Attachment "B".

IX. CONFIDENTIALITY

The results of any drug and/or alcohol test will not be revealed to any person other than the City Manager, Assistant City Manager, Chief of Police (or designee), Personnel Manager (or designee), and the rehabilitation/aftercare counselor, unless ordered by means of proper legal procedure and appropriate legal authority, such as a court ordered subpoena, or in connection with City discipline or a grievance or arbitration proceeding initiated by or on behalf of the individual without the express written authorization of the employee.

- A. To maintain confidentiality, records pertaining to Substance Abuse Policy administration, the rehabilitation and aftercare programs, the specimen collection process and individual drug/alcohol test records will not be a part of the individual personnel files.
- B. All documents identified in this section will be secured and maintained in the Personnel Office under the custodianship of the Personnel Manager.
- C. All documents relating to drug/alcohol testing, the circumstances concerning such testing, or the administration of other aspects of this Policy will be retained a minimum of five years. Such records will include; but not be limited to:
- Supporting documents for reasonable suspicion,
 - Documents supporting testing decisions in internal or administrative investigations,
 - Records of the specimen collection process to indicate specimen identification, accountability, and chain of custody,
 - Records of test results and any information provided by the affected individual concerning legitimate medical reasons for positive results and re-tests,
 - A master list of individual names and matching identification numbers for all cases,
 - Records regarding an employee's rehabilitation program, aftercare program, and the Return to Work Agreement.
- D. Invoices for services provided by collection sites, laboratories, and Medical Review Officers shall be directed to the Chief of Police, or designee, and reference only the case number of the individual involved.
- E. When a drug/alcohol test is ordered, the collection facility shall be notified only that an employee is being transported for testing. The employee is not to be identified by name. However, at the point of collection the employee will be identified to the Medical Review Officer, in accordance with SAMHSA standards.
- F. To provide for the maintenance of confidentiality as required above, supervisors will be informed on a need-to-know basis of the reason for the authorized leave status of the employee.

X. SEVERABILITY

If any court should hold any part of this Policy invalid, such decision shall not invalidate any other part of this Policy.

CURRENT CUT-OFF LEVELS FOR SUBSTANCE ABUSE TESTING			ATTACHMENT "A"	
URUINE TEST RESULTS	Initial Test		Confirmation Test	
<u>Drug or Drug Class</u>	<u>Method</u>	<u>Cut Off</u>	<u>Method</u>	<u>Cut Off</u>
Amphetamines	EMIT	500 ng/ml	GC/MS	250 ng/ml
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	200 ng/ml	GC/MS	100 ng/ml
Cannabinoid 100	EMIT	50 ng/ml	GC/MS	15 ng/ml
Cocaine Metabolite	EMIT	150 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Opioid				
Hydrocodone/Hydromorphone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Oxycodone/Oxymorphone	EMIT	100 ng/ml	GC/MS	100 ng/ml
Phencyclidine	EMIT	25 ng/ml	GC/MS	25 ng/ml
Alcohol	EA	50 mg/dl	GC	50 mg/dl
BLOOD TEST RESULTS	Confirmation Test			
<u>Drug or Drug Class</u>	<u>Method</u>	<u>Cut Off</u>		
Amphetamines	GC/MS	50 ng/ml		
Barbiturates	GC/MS	100 ng/ml		
Benzodiazepines	GC/MS	50 ng/ml		
Cannabinoid 100	GC/MS	10 ng/ml		
Cocaine Metabolite	GC/MS	20 ng/ml		
Methaqualone	GC/MS	50 ng/ml		
Opioid	GC/MS	50 ng/ml		
Phencyclidine	GC/MS	2500 pg/ml		
Alcohol	GC	(B) .01%		

ATTACHMENT "B"

A. Medical Review Officer shall review results.

An essential part of the drug/alcohol testing program is the final review of results. A positive test result does not automatically identify an employee as having used drugs/alcohol in violation of this substance abuse policy. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by the Medical Review Officer prior to the transmission of results to employer administrative officials.

B. Medical Review Officer - qualifications and responsibilities.

The Medical Review Officer shall be a licensed physician with knowledge of substance abuse disorders. The role of the Medical Review Officer is to review and interpret positive test results obtained through the employer's testing program. In carrying out this responsibility, the Medical Review Officer shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual's medical history, or review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The Medical Review Officer shall not, however, consider the results of urine and/or blood samples that are not obtained or processed in accordance with SAMHSA standards.

C. Positive test result.

Prior to making a final decision to verify a positive test result, the Medical Review Officer shall provide the tested individual an opportunity to discuss the test result with him/her. It is primarily the responsibility of the tested individual to initiate this discussion. However, to facilitate such a discussion, the Medical Review Officer will send a certified letter to the tested individual regarding the need to discuss the test result with him/her. During the five (5) working days following such certified mailing, the Medical Review Officer will make reasonable efforts to contact the individual. If after the five working day period there has been no contact, the Medical Review Officer will forward the test results to the Chief of Police or designee.

D. Verification for opioid; review for prescription medication.

Before the Medical Review Officer verifies a confirmed positive result for opioid, he/she shall determine that there is clinical evidence--in addition to the urine and/or blood test--of unauthorized use of any opium, opioid, or opium derivative (e.g., morphine/codeine). (This requirement does not apply if the employer's GC/MS confirmation testing for opioid confirms the presence of 6-monoacetylmorphine.)

E. Reanalysis authorized.

Should any question arise as to the accuracy or validity of a positive test result, only the Medical Review Officer is authorized to order a reanalysis of the original sample and such retests are authorized only at laboratories certified by D.H.H.S. The Medical Review Officer shall authorize a reanalysis of the original sample on timely request of the employee, as applicable in this Substance Abuse Policy.

F. Result consistent with legal drug use.

If the Medical Review Officer determines there is a legitimate medical explanation for the positive test result, the Medical Review Officer shall report the test result to the employer as negative.

G. Result scientifically insufficient.

Additionally, the Medical Review Officer, based on review of inspection reports, quality control data, multiple samples, and other pertinent results, may determine that the result is scientifically insufficient for further action and declare the test specimen negative. In this situation the Medical Review Officer may request reanalysis of the original sample before making this decision. The laboratory shall assist in this review process as requested by the Medical Review Officer by making available the individual responsible for day-to-day management of the urine drug testing laboratory or other employee who is a forensic toxicologist or who has equivalent forensic experience in urine and/or blood drug testing, to provide specific consultation as required by the City.

ATTACHMENT "C"
SAMPLE

**RELEASE OF INFORMATION
CONSENT TO DRUG TESTING**

I, _____, do hereby give my consent to CITY's CONTRACT VENDOR, hereinafter referred to as VENDOR, to perform urinalysis/blood test on me for the presence of certain drugs and/or alcohol. I further authorize VENDOR to release test results obtained from this examination in accordance with the procedures contained in the City of Redding Substance Abuse Policy applicable to my job classification to the City of Redding.

* * * * *

I am now taking, or have taken, the following medications within the past thirty (30) days:

NAME OF DRUG	CONDITION FOR WHICH TAKEN	PRESCRIBING DOCTOR OR OVER THE COUNTER (OTC)

DATED: _____

SIGNATURE

IDENTIFICATION

DATED: _____

WITNESS