



**CITY OF RED BLUFF  
Police Unit**

**MEMORANDUM OF UNDERSTANDING**

**December 1, 2015 to December 31, 2016**

**TABLE OF CONTENTS**

<b>01.00.00</b>	<b>RECOGNITION.....</b>	<b>PAGE 1</b>
<b>02.00.00</b>	<b>NO DISCRIMINATION.....</b>	<b>PAGE 1</b>
02.01.00	DISCRIMINATION PROHIBITED .....	PAGE 1
<b>03.00.00</b>	<b>ASSOCIATION SECURITY.....</b>	<b>PAGE 1</b>
03.01.00	AUTHORIZED DEDUCTIONS.....	PAGE 1
03.01.01	DUES AND INITIATION FEES .....	PAGE 1
03.02.00	FREQUENCY OF DEDUCTIONS .....	PAGE 1
<b>04.00.00</b>	<b>CITY BULLETIN BOARD, MEETINGS, DATA</b>	
	<b>AVAILABILITY .....</b>	<b>PAGE 2</b>
04.01.00	BULLETIN BOARDS .....	PAGE 2
04.02.00	USE OF CITY FACILITIES .....	PAGE 2
04.03.00	ACCESS TO WORK LOCATIONS.....	PAGE 2
04.04.00	AVAILABILITY OF DATA .....	PAGE 3
04.05.00	JOB STEWARD .....	PAGE 4
<b>05.00.00</b>	<b>CITY RIGHTS.....</b>	<b>PAGE 4</b>
<b>06.00.00</b>	<b>MEET AND CONFER .....</b>	<b>PAGE 4</b>
<b>07.00.00</b>	<b>EMPLOYEE RIGHTS.....</b>	<b>PAGE 5</b>
07.01.00	PARTICIPATION .....	PAGE 5
07.02.00	ACCESS.....	PAGE 5
<b>08.00.00</b>	<b>COMPLIANCE WITH MEMORANDUM .....</b>	<b>PAGE 5</b>
<b>09.00.00</b>	<b>MODIFICATIONS .....</b>	<b>PAGE 6</b>
<b>10.00.00</b>	<b>HOURS, OVERTIME AND PREMIUM</b>	
	<b>COMPENSATION.....</b>	<b>PAGE 6</b>
10.01.01	DEFINED .....	PAGE 6
10.01.02	PAYMENT FOR OVERTIME WORKED .....	PAGE 7
10.01.03	NORMAL WORK SCHEDULE .....	PAGE 7
10.02.00	ADVANCE APPROVAL FOR OVERTIME .....	PAGE 7
10.03.00	COMPENSATORY TIME IN LIEU OF PAY .....	PAGE 7
10.04.00	COMPENSATORY TIME OFF .....	PAGE 8
10.05.00	NO PYRAMIDING .....	PAGE 8
10.06.00	FLSA APPLICATION .....	PAGE 8
10.07.00	SWORN PERSONNEL/DISPATCHER PROFESSIONAL	
	INCENTIVE PAY .....	PAGE 8
10.08.00	P.O.S.T. INCENTIVE PAY .....	PAGE 8
10.09.00	EDUCATIONAL INCENTIVE PAY .....	PAGE 8
10.10.00	FIELD TRAINING OFFICER (F.T.O.) INCENTIVE PAY ...	PAGE 9
10.11.00	K-9 PROGRAM COMPENSATION .....	PAGE 9
10.12.00	SHIFT DIFFERENTIAL .....	PAGE 9
10.13.00	DETECTIVE PAY .....	PAGE 9
10.14.00	OFFICER IN CHARGE PAY .....	PAGE 9
10.15.00	DISPATCHER/CSO TRAINING PAY .....	PAGE 10
10.16.00	CSO INCENTIVE PAY (DISPATCH COVER).....	PAGE 10

<b>11.00.00</b>	<b>STANDBY, CALL BACK, AND COURT APPEARANCES</b> .....	<b>PAGE 10</b>
11.01.00	STANDBY DEFINED .....	PAGE 10
11.02.00	COMPENSATION FOR STANDBY DUTY .....	PAGE 10
11.02.01	SWORN PERSONNEL STANDBY .....	PAGE 10
11.02.02	ON-CALL PAY; FRIDAY NIGHT .....	PAGE 10
11.03.00	CALL BACK DEFINED .....	PAGE 10
11.03.01	CALL BACK COMPENSATION .....	PAGE 10
11.03.02	NO OVERLAPPING MINIMUMS .....	PAGE 11
11.03.03	OFF-DUTY TELEPHONE CALLS .....	PAGE 11
11.04.00	COURT APPEARANCE MINIMUM .....	PAGE 11
11.05.00	CALL BACK FROM VACATION LEAVE .....	PAGE 11
<b>12.00.00</b>	<b>COMPOSITE LEAVE/SICK LEAVE/VACATION LEAVE</b> .....	<b>PAGE 12</b>
12.01.00	VACATION ACCRUAL RATES .....	PAGE 13
12.02.00	VACATION SCHEDULING .....	PAGE 14
12.02.01	VACATION SCHEDULING – SENIORITY .....	PAGE 14
12.03.00	COMPOSITE LEAVE .....	PAGE 14
12.03.01	PAYMENT OF COMPOSITE LEAVE ON SEPARATION ..	PAGE 15
12.04.00	COORDINATION WITH WORKER'S COMPENSATION PAYMENTS AND STATE DISABILITY INSURANCE PAYMENTS .....	PAGE 15
12.05.00	BEREAVEMENT LEAVE .....	PAGE 15
12.06.00	LEAVE OF ABSENCE WITHOUT PAY .....	PAGE 15
12.07.00	EXTENSION OF LEAVE WITHOUT PAY .....	PAGE 16
12.08.00	JURY LEAVE .....	PAGE 16
12.09.00	CITY REQUIRED DRIVER'S LICENSE COSTS .....	PAGE 16
<b>13.00.00</b>	<b>HOLIDAYS</b> .....	<b>PAGE 16</b>
13.01.00	DEFINED .....	PAGE 16
13.02.00	OBSERVANCE OF HOLIDAYS FOR NON SHIFT EMPLOYEES .....	PAGE 17
<b>14.00.00</b>	<b>HEALTH PLAN</b> .....	<b>PAGE 17</b>
14.01.00	EMPLOYEE HEALTH PLAN ELIGIBILITY .....	PAGE 17
14.02.00	DESCRIPTION .....	PAGE 18
14.03.00	PARTICIPATION LEVELS .....	PAGE 18
14.04.00	ADMINISTRATION .....	PAGE 19
14.05.00	RETIRED EMPLOYEE OPTIONS .....	PAGE 19
14.06.00	SDI .....	PAGE 19
14.07.00	SECTION 125 PLAN .....	PAGE 19
<b>15.00.00</b>	<b>WAGES</b> .....	<b>PAGE 19</b>
15.01.00	PERS PAYMENT .....	PAGE 19
15.02.00	SALARY .....	PAGE 20
15.03.00	PAYDAYS .....	PAGE 20
15.04.00	WORKING ABOVE CLASSIFICATION PAY - POLICE ...	PAGE 20
15.05.00	SALARY STEPS .....	PAGE 20

15.06.00	LONGEVITY ENHANCEMENTS .....	PAGE 20
<b>16.00.00</b>	<b>ATTENDANCE.....</b>	<b>PAGE 20</b>
<b>17.00.00</b>	<b>TRANSFER, PROMOTION, DEMOTION, &amp; REINSTATEMENT .....</b>	<b>PAGE 20</b>
17.01.00	TRANSFER .....	PAGE 20
17.02.00	PROMOTION .....	PAGE 21
17.03.00	DEMOTION .....	PAGE 21
17.04.00	REINSTATEMENT .....	PAGE 21
<b>18.00.00</b>	<b>SEPARATION FROM SERVICE.....</b>	<b>PAGE 22</b>
18.01.00	RESIGNATION .....	PAGE 22
18.02.00	LAY-OFF .....	PAGE 22
<b>19.00.00</b>	<b>RETIREMENT PLAN.....</b>	<b>PAGE 23</b>
19.01.00	RETIREMENT .....	PAGE 23
19.02.00	MILITARY SERVICE CREDIT .....	PAGE 23
<b>20.00.00</b>	<b>DISCIPLINARY ACTIONS.....</b>	<b>PAGE 23</b>
20.01.00	LEVEL OF CONDUCT .....	PAGE 23
20.02.00	TYPES OF DISCIPLINE .....	PAGE 24
20.02.01	NON-SEVERE DISCIPLINARY ACTIONS.....	PAGE 24
20.02.02	SEVERE DISCIPLINARY ACTIONS .....	PAGE 24
20.02.03	APPROPRIATE DISCIPLINARY ACTIONS.....	PAGE 24
20.03.00	PRE-DISCIPLINARY NOTICE.....	PAGE 24
20.04.00	APPEALS .....	PAGE 25
<b>21.00.00</b>	<b>RULES OF APPEAL TO PERSONNEL BOARD.....</b>	<b>PAGE 25</b>
21.01.00	RIGHT OF APPEAL .....	PAGE 25
21.02.00	METHOD OF APPEAL .....	PAGE 25
21.03.00	NOTICE AND TIME, PLACE AND DATE OF HEARING ..	PAGE 25
21.04.00	HEARINGS .....	PAGE 25
21.05.00	FINDINGS AND RECOMMENDATIONS .....	PAGE 26
21.06.00	ACTION BY THE CITY MANAGER .....	PAGE 26
<b>22.00.00</b>	<b>GRIEVANCE PROCEDURES.....</b>	<b>PAGE 26</b>
22.01.00	PURPOSE OF RULE .....	PAGE 26
22.02.00	MATTERS SUBJECT TO GRIEVANCE PROCEDURE ..	PAGE 26
22.03.00	INFORMAL GRIEVANCE PROCEDURE .....	PAGE 26
22.04.00	FORMAL GRIEVANCE PROCEDURE .....	PAGE 27
22.05.00	CONDUCT OF GRIEVANCE PROCEDURES .....	PAGE 27
<b>23.00.00</b>	<b>TRAINING OF EMPLOYEES.....</b>	<b>PAGE 28</b>
23.01.00	TRAINING ENCOURAGED .....	PAGE 28
23.02.00	CREDIT FOR TRAINING .....	PAGE 28
23.03.00	EDUCATIONAL REIMBURSEMENT .....	PAGE 28
<b>24.00.00</b>	<b>REPORTS AND RECORDS.....</b>	<b>PAGE 28</b>
24.01.00	PERSONNEL FILES .....	PAGE 28
24.02.00	CHANGE OF STATUS REPORT .....	PAGE 29
24.03.00	FITNESS FOR DUTY EXAMINATION .....	PAGE 29
24.04.00	IDENTIFICATION .....	PAGE 29
24.05.00	ANNIVERSARY DATE .....	PAGE 29

<b>25.00.00</b>	<b>UNIFORM ALLOWANCE.....</b>	<b>PAGE 29</b>
25.01.00	AMOUNT .....	PAGE 29
25.02.00	CONDITIONS OF ALLOWANCE .....	PAGE 29
<b>26.00.00</b>	<b>PROBATIONARY PERIOD.....</b>	<b>PAGE 30</b>
26.01.00	LENGTH OF PROBATIONARY PERIOD .....	PAGE 30
26.02.00	CONDITIONS OF PROBATIONARY STATUS .....	PAGE 30
26.03.00	OBJECTIVE OF PROBATIONARY PERIOD .....	PAGE 30
26.04.00	REJECTION OF PROBATIONER .....	PAGE 30
26.05.00	REJECTION FOLLOWING PROMOTION .....	PAGE 30
<b>27.00.00</b>	<b>MILEAGE.....</b>	<b>PAGE 30</b>
<b>28.00.00</b>	<b>SAVINGS .....</b>	<b>PAGE 31</b>
<b>29.00.00</b>	<b>TERM OF AGREEMENT.....</b>	<b>PAGE 31</b>
29.01.00	LENGTH .....	PAGE 31
29.02.00	NEGOTIATION OF A SUCCESSOR MOU .....	PAGE 31
Appendix A	.....	PAGE 32

**CITY OF RED BLUFF  
Police Unit**

**MEMORANDUM OF UNDERSTANDING**

**December 1, 2015 to December 31, 2016**

This Memorandum of Understanding is entered into by the City of Red Bluff, said political subdivision hereafter designated as "City," and Red Bluff Police Officers Association hereafter designated as "Association", to establish those conditions of employment which are to be in effect for the duration of this agreement for those employees working in the representation unit referred to in Section 01.00.00 hereof.

**01.00.00 RECOGNITION**

The City recognizes the Association as the exclusive bargaining representative for all employees in the Police Bargaining Unit as listed by job classifications: Police Sergeant, Police Corporal, Police Officer, Police Communications Dispatch Supervisor, Police Communications Dispatcher and Community Services Officer.

**02.00.00 NO DISCRIMINATION**

02.01.00 Discrimination Prohibited. No person covered by this agreement shall be reduced or removed or in any way be unlawfully favored or discriminated against because of age, race, sex, color, ancestry, national origin, religion, physical disability (including HIV and AIDS), medical condition, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

**03.00.00 ASSOCIATION SECURITY**

03.01.00 Authorized Deductions.

03.01.01 Dues and Initiation Fees. The City agrees to deduct from the wages of its employees Association dues and initiation fees and to transmit the monies so deducted to the Treasurer of the Association. An employee desiring to have such deduction or deductions made shall sign a proper assignment form conforming to the requirements of the City, subject to the provisions of applicable resolutions.

03.02.00 Frequency of Deductions. Such deductions shall not be made more often than twice per month unless required by law.

**04.00.00 CITY BULLETIN BOARD, MEETINGS, DATA AVAILABILITY**

04.01.00 Bulletin Boards. The Association may use portions of City bulletin boards under the following conditions:

- (a) All materials must receive the approval of the department head in charge of the departmental bulletin board.
- (b) All materials must be dated and must identify the organization that published them.
- (c) The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty (30) days after the publication date. Materials, which the department head considers objectionable, will not be posted; provided, however, the department head shall first discuss this denial with the City Manager or his/her designee.
- (d) The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organization materials.
- (e) An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards.

04.02.00 Use of City Facilities. The Association may be granted the use of City facilities during non-work hours for meetings of City employees, provided space is available and provided further such meetings are not used for organizational activities of membership drives of City employees. Upon request by the City Manager or his/her designee, prior approval may be required. All such requests shall be in writing and shall state the purpose or purposes of the meeting. Upon request, a copy of the meeting agenda shall be furnished to the City Manager or his/her designee as soon as it is available, but in no event less than twenty-four (24) hours prior to such meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The uses of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

04.03.00 Access to Work Locations. Reasonable access to employee work locations shall be granted to officers of recognized employee organizations and their officially designated representatives for the purpose of processing

grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the City Manager or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

04.04.00 Availability of Data. The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in this rule and Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information, which shall be made available to employee organizations, includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this rule shall be construed to require disclosure of records that are:

- (a) Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles.
- (b) Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record.
- (c) Records pertaining to pending litigation to which the City is a party or to claims or appeals, which have not been settled.

- (d) Nothing in this rule shall be construed as requiring the City to do research for an inquirer or to program or assemble data in a manner other than usually done by the agency.

04.05.00 Job Steward. The Association may select one (1) employee as Association Steward for each location where employees covered by this Memorandum are normally assigned.

In addition to his/her regularly assigned work, the Association Steward shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this Memorandum. Employees are authorized to contact their Association Steward during working hours to report a grievance or violation of this Memorandum.

### **05.00.00 CITY RIGHTS**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; organize and/or reorganize its workforce which may result in moving positions and classifications of employees from one bargaining unit to another or deleting positions and classifications; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; subcontract services; determine the methods, means and personnel by which government operations are to be conducted; set wage rates for new classifications; classify positions and determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

### **06.00.00 MEET AND CONFER**

The formally recognized employee organization may select not more than two (2) employee members of such organization to attend scheduled meetings with the City Manager or his/her designee or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the City Manager or his/her designee may approve the attendance at such meetings of additional employee representatives, with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the City Manager or his/her designee at least two (2) working days in advance of such meetings. Provided, further:

- (a) That no employee representative shall leave his/her duty or work station or assignment without specific approval of the department head or other authorized City management official.
- (b) That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular work hours under appropriate circumstances.

### **07.00.00 EMPLOYEE RIGHTS**

07.01.00 Participation. Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his or her exercise of these rights.

07.02.00 Access. Business Representatives of the Association shall have access to any employee or employees presenting a grievance and employees have the right to have the Association Business Representative represent him or her at all stages of disciplinary action.

### **08.00.00 COMPLIANCE WITH MEMORANDUM**

In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Association or the Employer, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized action into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge. The Employer shall enforce the terms of this Memorandum on the part of its supervisory personnel. The Association shall enforce the terms of this Memorandum on the part of its members.

## **09.00.00 MODIFICATIONS**

This Memorandum is intended to cover all aspects of wages, hours and working conditions for employees covered herein. Therefore, nothing in the Memorandum shall prevent the Employer from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum, such as retirement plans, salary continuation plans, etc., subject to Meet and Confer.

If an employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification, the Employer shall determine the wage rate after consultation with the Association. Should the Association decline the opportunity to consult or fail to respond to the offer of consultation within ten (10) days, the decision of the Employer shall prevail.

## **10.00.00 HOURS, OVERTIME AND PREMIUM COMPENSATION**

10.01.01 Defined. Overtime is that time worked as authorized and directed by management in excess of the hours set forth below and time authorized and worked on a regularly scheduled day off. Time worked includes approved paid leave and furlough hours as described in section 15.02.00; except as stated in section 11.05.00.

12 Plan - overtime is time worked that exceeds 12 hours in a workday or 80 hours in a 14 day work period. The only exception is an "8 hour makeup" day in which overtime will be paid on all time exceeding 8 hours. In no instance shall there be more than one "8 hour makeup day" in an 80 hour/14 day work period.

5-8 Plan- overtime is that time worked that exceeds 8 hours in a work day or 40 hours in a 7 day work schedule.

9/80 Plan - overtime is time worked that exceeds 9 hours in a workday or 80 hours in a 14 day work period. The only exception is the one "8" hour day scheduled once biweekly, in which overtime will be paid on all time exceeding 8 hours. In no instance shall there be more than one scheduled "8" hour day" in an 80 hour/14 day work period.

4-10 Plan - overtime is that time worked that exceeds 10 hours in a workday or 40 hours in a 7 day work period.

10.01.02 Payment for Overtime Worked. The City shall compensate an employee at the rate of one and one-half (1.5) times their regular rate of pay (or hours worked) for all overtime hours worked as set forth in Section 10.01.01. Compensation shall be in the form of pay or Compensatory Time In Lieu of Pay as set forth in Section 10.03.00.

10.01.03 Normal Work Schedule.  
The work schedule for personnel is as follows:

The 4-10 (four ten hour days with three days off) in a seven day workweek.

The 9/80 plan (four nine hour days with three days off, followed by four nine hour days and one eight hour day with two days off) over two consecutive workweeks.

The 12 plan (three twelve hour days with four days off, followed by three twelve hour days and one eight hour day with three days off) over two consecutive workweeks.

The standard 5-8 plan (five eight hour days with two days off) in a seven day workweek.

Assignment of covered employees to the 5-8, 4-10, 9/80 or 12 hour shifts shall be made for the legitimate business and staffing needs of the Police Department considering the requests of the more senior employees. Assignments to these shifts shall not be subject to the grievance procedure as shift assignment is a management right.

Management reserves the right to assign personnel to shift schedules.

10.02.00 Advance Approval for Overtime. Except in an emergency, an employee may not work overtime without prior approval from his/her supervisor. An employee may be disciplined for working overtime without authorization.

10.03.00 Compensatory Time In Lieu of Pay. Upon request of the employee and approval of management Compensatory Time Off (ATO) may be accumulated in lieu of pay for regular and overtime worked. The total of pay and/or ATO shall not exceed the equivalent of one and one-half (1.5) times the hours worked in an authorized overtime status. No more than eighty (80) hours of ATO may be held in the employee's "ATO Bank" at any one time. However, in cases of emergency (as determined by the City), the City Manager may authorize a higher limit (not to exceed 480 hours sworn or 240 non-sworn) for the ATO Bank.

10.04.00 Compensatory Time Off. An employee may cash out or deplete any previously earned ATO by requesting such time off in advance. Such request shall be granted unless it would cause an undue hardship to the City as determined by management. The times during an accrual year at which an employee may take ATO shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of public services. Cash out of ATO shall be paid no later than the first regular payroll period check following the request and shall be included in such check.

10.05.00 No Pyramiding. There shall be no pyramiding or duplication of overtime benefits for the same hours worked.

10.06.00 FLSA Application. Should the City be removed from the application of the FLSA, this section shall be subject to reopening upon the request of either party upon thirty (30) days notice to the other.

10.07.00 Sworn Personnel/Dispatcher Professional Incentive Pay

10.08.00 P.O.S.T. Incentive Pay. A 2½% P.O.S.T. Intermediate Certificate Pay Incentive and a 2½% P.O.S.T. Advanced Certificate Pay Incentive are implemented for the positions of Police Officers, Corporals and Police Sergeants.

Employees in the classification of Communications Dispatcher shall also be eligible for POST Certificate Pay (per recent Department of Justice Training and certificate program). Employees obtaining an Intermediate Certificate shall receive a 2.5% pay incentive and those obtaining an Advanced Certificate shall receive 5%.

10.09.00 Educational Incentive Pay: Those employees who earn an AA degree from an accredited college or university shall receive a 2.5% increase above their base salary. Those employees who earn a BA/BS or higher degree from an accredited college or university shall receive a 5% increase above their base salary. Those employees who earn a Masters or higher degree from an accredited college or university shall receive a 7.5% increase above their base salary. In no case may an employee receive more than 7.5% in Educational Incentive Pay (i.e., amounts are not compounding). Degrees subject to this provision must be in Administration of Justice, Criminal Justice, Management, Public Administration, Business Administration, Psychology or a closely related field as determined by the City Manager. Eligible degrees must be earned from a college or institution accredited by an accreditation agency recognized by the U.S. Secretary of Education (<http://ope.ed.gov/accreditation/>).

10.10.00 Field Training Officer (F.T.O.) Incentive Pay. Sworn Police Personnel who are department certified as a Field Training Officer (F.T.O.) will be paid a 5% Incentive Pay increase while the F.T.O. is actually involved in the F.T.O. Program with a trainee. The Incentive Pay will be paid the entire two (2) week payroll period, however, the F.T.O. pay incentive is only authorized when the F.T.O. is involved in training a trainee for over 50% of his/her working days during the two (2) week payroll period. Otherwise the incentive pay will not apply. Those employees' assigned FTO duties and who are actively engaged in training shall receive the current FTO pay differential (5%) on an hour for hour basis.

10.11.00 K-9 Program Compensation. The employee designated as the canine handler will be compensated one-half (1/2) hour per day for routine care and maintenance for each day such care and maintenance is provided for the police dog. The rate of pay for the routine care and maintenance of the police dog shall be at the rate of eight dollars (\$8) per hour. Whenever it becomes necessary for the canine handler to perform extraordinary care and maintenance for the dog, the canine handler shall be compensated at the eight dollar (\$8) per hour rate for the additional time in excess of the one-half (1/2) hour per day. The canine handler must obtain prior approval for any extraordinary maintenance service in excess of one-half (1/2) hour per day from the appropriate Police Commander. K-9 Care is paid as overtime (time and one half) for a total of twelve dollars (\$12) per hour.

10.12.00 Shift Differential. For shifts that begin on or after 1500 (3:00 pm) on a given day, differential pay of \$0.62 per hour for sworn personnel and \$0.44 per hour for non-sworn personnel will be paid for the entire shift. For shifts that extend past 1700 (5:00 pm) differential pay will be paid for those hours worked past 1700. For example, if a shift starts at 1600 (4:00 pm), differential pay will apply to the entire shift. If a shift starts at 1100 (11:00 am), shift differential will be paid only for those hours worked after 1700 (5:00 pm).

10.13.00 Detective Pay. Those employees assigned as "Detective" shall receive a 5% increase above their base pay rate during their period of such assignment. Detective pay shall include TAGMET assignments but shall not include SRO assignment.

10.14.00 Officer In Charge Pay. Those employees assigned as "Officer In Charge" shall be paid the current differential (5%) on an hour for hour basis without restriction.

10.15.00 Dispatcher/CSO Training Pay. An employee assigned to train other dispatchers or CSO's, and who is actively engaged in training other dispatchers or CSO's shall receive a differential of 5% above their base salary during the period of such training.

10.16.00 CSO Incentive Pay (Dispatch Cover). A Community Service Officer assigned to cover breaks and/or partial full shifts as a dispatcher shall receive a differential of 5% above their base salary during the period of such assignment. To be eligible for such assignment the CSO must successfully complete the POST Dispatcher Academy. Such assignment is at the discretion of the Chief of Police and shall not be considered a promotion or have any other connotation of permanency. An employee removed from such assignment may appeal to the Chief of Police but shall not have the right to grieve or appeal the matter beyond the Chief of Police.

### **11.00.00 STANDBY, CALL BACK, AND COURT APPEARANCES.**

11.01.00 Standby Defined. Standby is that time formally assigned to an employee during which, although off duty, he/she must be available to be contacted and to return to work to handle emergency or unscheduled occurrences requiring his/her immediate attention. During Standby the employee must remain in a condition suitable for reporting to work and be able to return within a reasonable time of being contacted. An employee on Standby when complying with above is free to pursue his/her personal business.

11.02.00 Compensation for Standby Duty. The following method of compensating an employee assigned to Standby shall be observed:

11.02.01 Sworn Personnel Standby. A sworn law enforcement employee assigned to standby duty shall receive four (4) hours of ATO credit for each weekend day or holiday he/she serves in that status.

11.02.02 On-Call Pay; Friday Night: An employee assigned on-call on Friday nights shall receive four (4) hours of on call pay if it occurs on the employee's work day and eight (8) hours of on-call pay if it occurs on the employee's regular day off.

11.03.00 Call Back Defined. When an off-duty employee has physically departed the worksite and is unexpectedly called back to duty for a period of time, which is not contiguous to his/her assigned work shift. A telephone call, by itself, is not considered a "Call Back."

11.03.01 Call Back Compensation. A Police Communications Dispatch employee called back to duty shall be credited with a minimum of two (2) hours

worked or the actual time worked, whichever is longer. Sworn personnel shall be credited with a minimum of three (3) hours worked. Nothing within this section shall preclude the City from requiring the employee to remain at work for the entire minimum period.

11.03.02 No Overlapping Minimums. In no event shall an employee be credited with more than one call back minimum covering the same actual hours.

11.03.03 Off-Duty Telephone Calls. When an employee participates in a duty related telephone call while off-duty, that employee shall be paid either 15 minutes of overtime pay or the actual time on the call, whichever is greater.

11.04.00 Court Appearance Minimum. An off duty employee who must appear in court arising out of his/her lawful duties as a police employee for the City shall be credited with a minimum of three (3) hours worked or the actual time required to be in court, whichever is greater.

11.05.00 Call Back from Vacation Leave. When an employee is called back to duty from vacation leave the compensation shall be at the rate of one and one-half (1.5) their regular rate of pay for the time worked or minimum call back hours as stated in section 11.03. 01 and there will be no charge against accrued vacation for the time worked. This section pertains to a 24 hour period. Example: Sworn employee takes a vacation day on a day that he/she was scheduled to work from 8:00 a.m. to 4:00 p.m. Sworn employee is called back at 9:00 p.m. and works until 11:00 p.m.

- Sworn employee originally entered eight hours vacation on his/her timesheet (8V).
- After call back from vacation the timesheet is changed to five hours of vacation and three hours (minimum call back time) of call back from vacation. The three hours of call back from vacation will be paid at the rate of 1.5 times the sworn employee's rate of pay.

3C ← 1.5 times regular rate of pay  
5V ← regular rate of pay

## **12.00.00 COMPOSITE LEAVE/SICK LEAVE/VACATION LEAVE**

### **SICK LEAVE:**

- A. Accrual rates – Full-time employees shall earn 8 hours of sick leave each month, pro-rated on a bi-weekly basis. Sick leave shall only be used in units of one (1) hour or longer. Total amount of sick leave earned/accumulated shall be unlimited.
- B. Usage – sick time shall not be considered as a right, which an employee may use at his discretion, but shall be allowed only in case of necessity for actual personal sickness or disability. Sick leave may only be used in the following cases:
  - (1) A bona fide illness or injury to the employee.
  - (2) Medical, dental, mental or eye care consultations.
- C. Employee Certification. Department Heads shall require that employees who use any sick leave time to complete a Leave of Absence form and categorize as to whether or not the usage resulted from an injury or illness contracted on the job (for California Occupational Safety and Health Act Purposes).
- D. Doctor's Statements. The Department Head shall, in any instance where deemed warranted, require that an employee submit a statement from a licensed physician or practitioner setting forth the specifics which necessitate the employee's absence for injury or illness purposes and shall have the right to require examination by city-appointed medical personnel at no expense to the employee. .
- E. Notification Requirement. In order to receive compensation while absent on sick time, the employee shall notify his/her immediate superior or the Human Resource Analyst prior to or within 30 minutes after the times set for beginning his/her daily duties, or as may be specified by the head of his/her department. .
- F. Department Head Responsibility. Department Heads or their representatives have a responsibility to send employees home or for medical attention when there is evidence they are either too ill to work or present a hazard to themselves, co-workers or the public.
- G. Coordination with Worker's Compensation and State Disability Payments. An employee receiving temporary disability payments under the Worker's Compensation Law and/or State Disability insurance (SDI)

payments and/or paid family leave payments may use accumulated sick leave, vacation leave or composite leave in order to continue to maintain his/her regular income. Such payments will be endorsed over to the City during this period. The intent of integration of temporary disability, SDI, or paid family leave payments with employee benefit time is to provide an employee with combined benefits equal to but not more than, their normal rate of pay, assuming they have sufficient accumulated benefit time.

- H. Sick Leave payoff. No employee is entitled to payment of any unused/accumulated sick leave upon separation from City employment. Employees retiring from the City are eligible to convert unused sick leave to PERS service credit in accordance with the City's contract with PERS.
  
- I. Family Sick Leave. Employees may use up to 48 hours of sick leave each fiscal year because of sickness for members of his/her immediate family. The immediate family shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, guardians, wards or other individuals whose relationship to the employee is that of a dependent or near dependent. In each such case the City Manager shall grant sick leave only when, in his/her opinion, the relationship of the sick person to the employee warrants such use of sick leave. In no event shall an employee be granted sick leave to oversee (baby-sit) children who are not ill.

VACATION LEAVE:

12.01.00 Vacation Accrual Rates. Full-time employees shall earn the following annual hours of vacation credit prorated on a bi-weekly basis. Vacation leave shall only be used in units of 2 hours or longer. Vacation time may only be taken following the completion of 6 months service. As used in this Section, "Years of Service" include full-time years of service as a sworn POST certified peace officer at another agency.

<u>Years of Service</u>	<u>Bi-weekly</u>
0 through 3 years	4.1538 hours (108 hours)
4 through 14 years	5.6923 hours (148 hours)
15 years and over	7.2308 hours (188 hours)

Employees who are denied vacation use during the 12 months preceding reaching their maximum accumulation amount shall be given 90 calendar days following reaching said cap to use vacation before their accrual ceases.

Maximum Accumulation. No employee shall be entitled to accumulate more unused vacation than the equivalent of that which has been earned during the preceding 24 months period. No additional credit for vacation shall be earned by an employee so long as he has to his credit accumulated unused vacation in the foregoing maximum amount.

Payment for Vacation on Separation. Any employee who separates from City employment shall be paid for all unused vacation credit at the time of separation at the employee's then current rate of pay.

12.02.00 Vacation Scheduling. The times during an accrual year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of public services.

12.02.01 Vacation Scheduling - Seniority. For the job classifications of Police Sergeant, Police Officer, Police Communications Dispatch Supervisor, and Police Communications Dispatcher, these employees will choose one vacation period (one week) on the basis of seniority. By January 1st of each year a vacation scheduling calendar shall be posted. As each employee decides what one primary vacation period (one week) they wish to have they will enter this on the vacation scheduling calendar. Senior employees may bump less senior employees until March 1st of each year. After this date all vacation will be on a first come, first serve basis.

For the job classification of Community Services Officer, the times during an accrual year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of public services.

12.03.00 Composite Leave. In 2012, the City converted the prior Composite Leave to the vacation/sick leave described herein. Composite leave earned and accrued under the prior policy remains available for the employee's use. There shall be no minimum annual required use of composite leave. Employees may use composite leave for vacation or sick time off if so requested.

12.03.01. Payment of Composite Leave on Separation. Any covered employee who separates from City service shall receive a lump sum payment for his/her unused Composite Leave time then on the books, if any. All lump sum payoffs of unused Composite Leave shall be made at the employee's then current rate of pay.

12.04.00 Coordination with Worker's Compensation Payments and State Disability Insurance Payments. An employee receiving temporary disability payments under the Worker's Compensation Law and/or State Disability Insurance (SDI) Payments and/or Paid Family Leave Payments may use accumulated Vacation Leave, Sick Leave or Composite Leave in order to continue to maintain his/her regular income. Such payments will be endorsed over to the City during this period. Employees shall continue to accrue composite leave at the employee's present rate if there is a balance in the employee's composite leave bank. All employees receiving full salaries in lieu of temporary payments pursuant to Section 4850 of the Labor Code are entitled to accumulate Composite Leave during such periods of disability. The intent of integration of temporary disability, SDI, or paid family leave payments with employee benefit time is to provide an employee with combined benefits equal to, but not more than, their normal rate of pay, assuming they have sufficient accumulated benefit time.

12.05.00 Bereavement Leave. Not more than 40 hours with pay each fiscal year may be taken in case of an employee's immediate family member's death. The immediate family shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, guardians, wards or other individuals whose relationship to the employee is that of a dependent or near dependent.

12.06.00 Leave of Absence Without Pay. The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three (3) months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department Heads may grant a permanent or probationary employee leave of absence without pay for a period not to exceed one calendar week. Such leaves shall be reported to the Human Resources Office.

12.07.00 Extension of Leave Without Pay. The City Council may, upon the recommendation of the Department Head and the City Manager, grant additional leave of absence without pay beyond the three-month period.

12.08.00 Jury Leave. Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. An employee ordered to jury duty during the employee's regularly scheduled working hours shall be entitled to receive base pay during actual jury service that occurs during the employee's scheduled working hours.

12.09.00 City Required Driver's License Costs. The City will pay all costs associated with a City-required driver's license beyond a Class "C" California Driver's License.

### **13.00.00 HOLIDAYS**

13.01.00 Defined. The following days shall be observed by the City as a compensated holiday for full-time employees:

New Years Day: January 1st  
Martin Luther King Day: (3<sup>rd</sup> Monday in January)  
Presidents' Day: (3<sup>rd</sup> Monday in February)  
Memorial Day: Last Monday in May  
July 4th  
Labor Day: 1st Monday in September  
Columbus Day: (2<sup>nd</sup> Monday in October)  
Veterans' Day: November 11  
Thanksgiving Day: 4th Thursday in November  
Day after Thanksgiving Day **Christmas Eve: 4 hours** the day before  
Christmas Day when Christmas Day falls on a Tuesday, Wednesday,  
Thursday, Friday, or Saturday.  
December 25th  
**New Years Eve: 4 hours** the day before New Years Day when New Years  
Day falls on a Tuesday, Wednesday, Thursday, Friday, or Saturday.

Any day proclaimed by the President or Governor or Mayor as a Public Holiday provided the declared holiday is legally binding on the City of Red Bluff.

Employees working on a holiday shall receive a total of two times their regular rate of pay for all hours worked on the holiday. There shall be no pyramiding or duplication of overtime and holiday benefits for the same hours worked (i.e., double time is the maximum rate of pay). All

employees who do not work on a holiday will receive 8 hours of vacation accrual for a full-day holiday and 4 hours of vacation accrual for half day holiday.

For purposes of determining holiday pay and hours, holiday hours run for the 24 hour period of 12 midnight to 12 midnight, on that holiday. (e.g., the January 1st holiday begins at 12:01 am (001 hours) January 1st and runs to 12 midnight (2400 hours) on January 1st). Thus, for 24 hour holidays, all hours worked on the "holiday" are compensated at double time. Employees who work less than 8 hours on a full-day holiday, will receive vacation accrual for the holiday hours not worked up to a maximum of 8 hours. If the same shift involves work both during and outside the 24 hour "holiday period", hours outside the holiday period are compensated at the employee's regular rate of pay (e.g., for a shift that begins at 21:00 on a holiday and runs to 0700 the following day, the employee would receive 3 hours of double time and 5 hours of "holiday" vacation accrual).

\*\*\* December 24th and 31st are defined differently. For these 2 holidays, holiday hours are ONLY 4 hours. Thus, for any hours worked on December 24th or December 31st between 12:01 am (001 hours) and 12 midnight (2400 hours), the employee will receive a MAXIMUM of 4 hours of double time (two times their regular rate of pay). For those employees that work less than 4 hours on these holiday days, the remaining hours (up to a maximum of 4 hours) will be added to their vacation accrual. (e.g., the employee works Dec. 24th at 2100 to Dec. 25th 0900. The employee gets 1 hour of vacation accrual for Dec. 24th, 3 hours of double time for Dec. 24th, and 9 hours of double time for Dec. 25th).

13.02.00 Observance of Holidays for Non Shift Employees. Holidays which occur on Saturday shall be observed on the preceding Friday. Holidays which occur on Sunday shall be observed on the following Monday.

#### **14.00.00 HEALTH PLAN**

14.01.00 Employee Health Plan Eligibility. All regular full-time employees and the employee's dependents shall be entitled to participate in the City-sponsored Flexible Benefits Plan as established herein.

Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to contract limitations with the carrier. Coverage shall commence when the employee is eligible for coverage under PERS and the health plan carriers' rules. Employees enrolling after the thirty (30) day

enrollment period will be approved only upon evidence of insurability or during open enrollment opportunities as determined by the carrier.

14.02.00 Description. The City of Red Bluff Flexible Benefits Plan consisting of the Tax Deferred Medical Premium option is available to all employees in regular full time positions (hereafter "employee"). There will be two (2) participation levels, identified as Core Plan and Flexible Benefit Option as per Section 14.03.00. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year's open enrollment period. Any fee for a third party administrator will be paid by the City. The medical premium option will be the default option and remain in effect until and/or unless changed by the employee.

14.03.00 Participation Levels.

**CORE PLAN**

In addition to the amounts set forth below, the City will pay a PERS Health Contribution of \$160/month of the premium for the medical coverage selected through PERS. If the employee elects dental coverage, then the employee must participate in a vision plan option.

The City will pay to the Employee's Flexible Benefit Account the following amounts:

**JANUARY 1, 2015**

Employee only \$386.32  
Employee plus one \$844.38  
Family \$ 1,086.43

**JANUARY 1, 2016**

Employee only \$410.32  
Employee plus one \$951.38  
Family \$1,233.43

Total City contributions equal:

**JANUARY 1, 2015**

Employee only \$546.32  
Employee plus one \$1,004.38  
Family \$ 1,246.43

**JANUARY 1, 2016**

Employee only \$570.32  
Employee plus one \$1,111.38  
Family \$1,393.43

Effective January, 2016 through December 2016 only, the City contributions to the Employee Flexible Benefit Account shall be as set forth above, determined by the addition of 100% of the PERS PORAC premium increase effective January 2016. Effective January 2017, and each January 1st thereafter, the City contributions to the Employee Flexible Benefit Account set forth above will be increased by an amount equal to 50% of the increase in the PERS PORAC medical plan. In addition, the City contributions set forth above will be increased

by an amount equal to 50% of the increase in the City's dental and vision plans at the point of any increase during the term of this Agreement.

### **FLEXIBLE BENEFIT OPTION**

Employees who elect not to participate in the Core Plan will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 14.04). They will have an opportunity to participate in the Flexible Benefit Option listed in Appendix A. The City will provide a cash back option of one hundred (\$100) dollars per month for employees who elect the Flexible Benefit Option.

#### **14.04.00 Administration.**

No benefits will be paid to employees until proof of current, valid insurance is on file in the Personnel Office.

#### **14.05.00 Retired Employee Options.**

City agrees to pay one hundred sixty dollars (\$160) per month of a qualified retiree's medical premium in accordance with PERS regulations.

Employees who retire under the provisions of the City's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health benefit portion of the health plan. through a direct pension reduction to cover the portion of the retired employees premium not paid by the City's one hundred sixty dollars (\$160) retiree contribution.

14.06.00 SDI. - Police Unit employees participate in the State Disability Insurance Program. All premium costs are borne by the employee.

14.07.00 Section 125 Plan - The City agrees to maintain the Internal Revenue Section 125 Premium Only Plan.

### **15.00.00 WAGES**

15.01.00 PERS Payment. Each employee shall pay the employee's PERS contribution (9% Safety, 7% Miscellaneous) on a pre income tax basis, except as modified in Section 19.01.00.

15.02.00 Salary.

There is no change to the base salary of each represented class during the term of this agreement.

15.03.00 Paydays. The City is on a biweekly pay period. Paydays shall be regularly scheduled on the Friday following the close of the biweekly pay period. If the payday falls on a holiday, the payday will be the preceding business day.

15.04.00 Working Above Classification Pay - Police. A Police Department employee working out of classification as a shift commander shall be paid five percent (5%) above his normal pay rate when asked to work at least one full shift

15.05.00 Salary Steps. Effective the first full pay period after adoption of this MOU, a sixth step shall be added to the City's current five step salary schedule for sworn police and dispatch employees. Each step shall be a 5% increase in pay. Employees will normally begin at Step A or 1, progress to Step B or 2 at completion of 6 months of service, with annual step increases thereafter through Step F or 6. The salary steps are illustrated in the attached table. With the written approval of the Chief of Police and the City Manager, an employee may be started at an advanced step, commensurate with the experience, education and training of the employee.

15.06.00 Longevity Enhancements. Upon completion of 5 years of continuous service to the City, the employee is eligible for a 5% increase in salary. Upon completion of 10 years of continuous service to the City, the employee is eligible for an additional 5% increase in salary.

**16.00.00 ATTENDANCE**

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the City Manager in the form, and on the dates he/she shall specify. Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for immediate discharge.

**17.00.00 TRANSFER, PROMOTION, DEMOTION, & REINSTATEMENT**

17.01.00 Transfer. No person shall be transferred to a position for which he/she does not possess the minimum qualifications. Upon notice to the City Manager, an employee may be transferred by the City Manager at any time from one position in a comparable class. For transfer purposes, a comparable class is

one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both department heads must consent thereto unless the City Manager orders the transfer for purpose of economy or efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Personnel Ordinance pay plan or the Rules.

17.02.00 Promotion. Insofar as consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive services, after a promotional examination has been given and a promotional list established.

If, in the opinion of the City Manager or his/her designee, a vacancy in the position could be filled better by an open-competitive examination instead of a promotional examination, then he/she shall arrange for an open-competitive examination and for the preparation and certification of an open-competitive employment list.

17.03.00 Demotion. The City Manager may demote an employee whose ability to perform his/her required duties falls below standard, or for disciplinary purposes. Upon request of the employee, and with the consent of the City Manager, demotion may be made to a vacant position. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications. Written notice of demotion shall be given the employee before or within three (3) days after the effective date of the demotion and a copy filed with the Human Resources Director. Upon the recommendation of the City Manager and approval of the City Council an employee who has been demoted may retain his/her rate of pay until it is equaled by the pay of the new position.

17.04.00 Reinstatement. With the approval of the City Manager and the Human Resources Director, a permanent or probationary employee who has resigned with a good record may be reinstated within two years of the effective date of resignation, to a vacant position in the same or comparable class.

Upon reinstatement, the employee, for all purposes, shall be considered as though he/she had not had a lapse in employment.

## **18.00.00 SEPARATION FROM SERVICE**

18.01.00 Resignation. An employee wishing to leave the competitive service in good standing shall file with the City Manager a written resignation stating the effective date and the reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by such official. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Director by the appropriate Department Head. Failure to give notice as required by this Rule may be cause for denying future employment by the City.

18.02.00 Lay-Off. The City Manager may lay-off an employee in the competitive service because of material change in duties or organization or shortage of work or funds. Ten (10) working days before the effective date of lay-off, the City Manager shall notify the Human Resources Director of the intended action with reasons therefore and a statement certifying whether or not the service of the employee has been satisfactory. A copy of such notice shall be given the employee affected. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list in order of total cumulative time served in probationary and permanent status and shall remain on the lists for a period of one year unless reemployed sooner.

18.02.01 If not certified as having given satisfactory service, the employee laid off may interpret the action as a discharge and request a hearing as provided by the Article 21 - (Rules of Appeal to a Hearing Officer).

18.02.03 Seniority shall be observed in effecting the reduction in personnel and the order of layoff shall be in the reverse order of total cumulative time served in permanent and probationary status in the competitive service upon the effective date of the layoff. Layoff shall be made within classes of positions and all provisional employees in the affected class or classes shall be laid off prior to the layoff of any probationary or permanent employee. (City Code, Article VIII).

18.02.04 For the purpose of determining order of layoff, total cumulative time shall include time served on military leave of absence. (City Code, Article VIII).

18.02.05 The names of probationary and permanent employees laid off shall be placed upon reemployment lists for classes which, in the opinion of the City Manager or his/her designee require basically the same qualifications and duties and responsibilities of those of the class of positions which layoff was made. (City Code, Article VIII).

## **19.00.00 RETIREMENT PLAN**

**CORRECTED PAGE**

~~19.01.00~~ Retirement. Assembly Bill (AB) 340 became law on September 12, 2012 and the provisions were effective January 1, 2013. Effective January 1, 2013 PERS "Miscellaneous" employees defined by PEPRA as "new members" shall pay 50% of the total normal costs for the new "Miscellaneous" pension formula 2% @ 62, with a 3-year final compensation period. "Safety" employees (Police) defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new "Safety" pension formula 2.7% @ 57, with a 3-year final compensation period.

"Classic Miscellaneous members," defined as those employees hired prior to January 1, 2013, will retain the 2% @ 55 Miscellaneous PERS formula, with a 7% member contribution, with a 1 - year final compensation period.

"Classic Safety (Police Tier II) members," defined as those employees (hired between May 17, 2011 and December 31, 2012) will retain the 3% @ 55 Safety PERS formula with a 9% member contribution, with a 1-years final compensation period. "Classic Safety (Police) members," hired prior to May 17, 2011, will retain the 3% @ 50 Safety PERS formula, with a 9% member contribution, with a 1-year final compensation period.

Employee member contributions shall be on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

The PEPRA defines a "new member" as:

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

19.02.00 Military Service Credit. The City contract with PERS allows eligible employees to purchase prior military service up to four (4) years.

## **20.00.00 DISCIPLINARY ACTIONS**

20.01.00 Level of Conduct. City employees are expected to maintain a high-level of personal and professional conduct. Failure to perform one's duties satisfactorily, to respect the rights of the public and fellow employees, or to

## **19.00.00 RETIREMENT PLAN**

19.01.00 Retirement. Assembly Bill (AB) 340 became law on September 12, 2012 and the provisions were effective January 1, 2013. Effective January 1, 2013 PERS "Miscellaneous" employees defined by PEPRA as "new members" shall pay 50% of the total normal costs for the new "Miscellaneous" pension formula 2% @ 62, with a 3-year final compensation period. "Safety" employees (Police) defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new "Safety" pension formula 2% @ 57, with a 3-year final compensation period.

"Classic Miscellaneous members," defined as those employees hired prior to January 1, 2013, will retain the 2% @ 55 Miscellaneous PERS formula, with a 7% member contribution, with a 1 - year final compensation period.

"Classic Safety (Police Tier II) members," defined as those employees (hired between May 17, 2011 and December 31, 2012) will retain the 3% @ 55 Safety PERS formula with a 9% member contribution, with a 1-years final compensation period. "Classic Safety (Police) members," hired prior to May 17, 2011, will retain the 3% @ 50 Safety PERS formula, with a 9% member contribution, with a 1-year final compensation period.

Employee member contributions shall be on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

The PEPRA defines a "new member" as:

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

19.02.00 Military Service Credit. The City contract with PERS allows eligible employees to purchase prior military service up to four (4) years.

## **20.00.00 DISCIPLINARY ACTIONS**

20.01.00 Level of Conduct. City employees are expected to maintain a high-level of personal and professional conduct. Failure to perform one's duties satisfactorily, to respect the rights of the public and fellow employees, or to

conform to the City's rules and regulations may result in disciplinary action up to and including termination.

20.02.00 Types of Discipline. Recognizing the purpose of disciplinary action is to correct errant behavior where feasible, the following shall be considered the various types and levels of discipline, which may be taken against an employee for cause:

20.02.01 Non-severe Disciplinary Actions:

Oral Warning  
Written Warning

20.02.02 Severe Disciplinary Actions:

Short Suspension Without Pay (less than six days)  
Long Suspension Without Pay (six to 30 days)  
Demotion  
Discharge  
Salary Step Rate Reduction

20.02.03 Appropriate Disciplinary Actions. Nothing within this MOU shall require the City to progress through each of the levels of discipline shown above; it is recognized that certain violations warrant more severe disciplinary action even on first offense.

20.03.00 Pre-Disciplinary Notice. When City management determines that an employee has committed a violation for which severe disciplinary action is appropriate, the following procedure shall be followed:

20.03.01 The employee will be given a written notice of the proposed disciplinary action stating the reasons upon which the action is based,

20.03.02 The employee will be given a copy of or access to any materials upon which the charges are based,

20.03.03 The employee will be given reasonable time to review the charges, materials and prepare his/her response, and

20.03.04 The employee will be given a date and time to make his/her oral response to the City Manager or his designee and/or provide a written response to the charges.

20.03.05 After considering the employee's response or lack thereof to the charges, the City Manager (or designee) shall amend, withdraw or institute the proposed disciplinary action.

20.04.00 Appeals. Any disciplinary action, which involves a loss of pay because of suspension, demotion, or discharge of an employee who has successfully completed their initial probationary period, may be appealed. Less severe disciplinary actions as set forth in section 20.02.01 shall not be appealable.

## **21.00.00 RULES OF APPEAL**

21.01.00 Right of Appeal. Any employee covered by this MOU who has successfully completed their initial probationary period shall have the right to appeal any appealable disciplinary actions as set forth in Section 20.02.02 Severe Disciplinary Actions and Section 20.04.00 to a Hearing Officer.

21.02.00 Method of Appeal. Appeals shall be in writing, subscribed by the appellant, and filed with the City Manager or his designated representative, within five (5) city business days of the imposition of the appealable disciplinary action. The written request must state the reasons for appealing the disciplinary action taken. The appeal shall be a written statement addressed to the City Manager, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with the reasons therefore. The formality of a legal pleading is not required.

21.03.00 Notice and time, place and date of Hearing. The City Manager within (5) city business days shall appoint an individual not currently connected with the city or employee groups to hear the appeal. The Hearing Officer shall coordinate with the City Manager to set a time, date and place for a hearing which shall be not less than five (5) days following appointment nor more than twenty (20) city business days following the filing of the appeal. The City Manager shall notice all interested parties of the time, date and place of the hearing.

21.04.00 Hearings. The appellant shall appear personally unless physically unable to do so, before the Hearing Officer and the time, date and place of the hearing. Any person or attorney may represent the appellant as they may select and may at the hearing produce on their behalf relevant oral or documentary evidence. The appellant shall state their case first and, at the conclusion, opposition matters may then be presented. Rebuttal matter, which is not repetitive, may be allowed at the discretion of the Hearing Officer. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Hearing Officer, with due regard to the rights and privileges of the parties appearing. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing.

21.05.00 Findings and Recommendations. The Hearing Officer within ten (10) city business days after conclusion of the hearing shall submit his findings and recommendations to the City Manager. The recommendations of the Hearing Officer are advisory only and may be accepted, rejected or modified by the City Manager.

21.06.00 Action by the City Manager. The City Manager shall within ten (10) city business days following receipt of the report of the Hearing Officer shall render his determination on the recommendations in writing and deliver or mail them to the appellant.

## **22.00.00 GRIEVANCE PROCEDURES**

22.01.00 Purpose of Rule:

- (a) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- (b) To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussion.
- (c) To provide that grievances shall be settled as near as possible to the point of origin.
- (d) To provide that appeals shall be conducted as informally as possible.

22.02.00 Matters Subject to Grievance Procedure. Any employee in the competitive service shall have the right to appeal, under this Rule, a decision affecting his/her employment over which his/her appointing power has partial or complete jurisdiction and for which appeal is not provided by other laws, regulations or is not prohibited.

22.03.00 Informal Grievance Procedure. An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate supervisor, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his/her immediate superior. An informal appeal shall not be taken above the appointing power.

22.04.00 Formal Grievance Procedure:

- (a) First Level of Review. The appeal shall be presented in writing to the employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the appeal in writing to his/her department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
  
- (b) Department Review. The department head receiving the appeal should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render this decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the appeal in writing to the appointing power. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
  
- (c) Appointing Power. The appointing power receiving the appeal of his/her designated representative should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The appointing power may designate a fact-finding committee, officer not in the normal line of supervision, or Personnel Board to advise him/her concerning the appeal. The appointing power shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

22.05.00 Conduct of Grievance Procedures:

- (a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
  
- (b) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.

- (c) The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
- (d) Employees shall be assured freedom from reprisal for using the grievance procedure.

### **23.00.00 TRAINING OF EMPLOYEES**

23.01.00 Training Encouraged. City employees are encouraged to enhance their knowledge and skills through participating in appropriate education and training opportunities.

23.02.00 Credit for Training. Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with the Human Resources Director.

23.03.00 Educational Reimbursement. Upon successful completion of a job-related course from an -accredited college or university, the cost of tuition and books, in an amount not to exceed \$150.00 will be paid an employee. Eligible courses must be earned from a college or institution accredited by an agency recognized by the U.S. Secretary of Education (<http://ope.ed.gov/accreditation/>). The number of courses reimbursable under this program shall be up to 7 courses per fiscal year.

The decision as to whether or not a course is job-related will be made by the Department Head.

### **24.00.00 REPORTS AND RECORDS**

24.01.00 Personnel Files. The Human Resources Director shall maintain a service or personnel file for each employee in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status and such other information as may be considered pertinent.

24.02.00 Change of Status Report. Every appointment, transfer, promotion, demotion, change of salary rate and any other temporary or permanent change in status of employees shall be reported to the Human Resources Director in such manner as he/she may prescribe.

24.03.00 Fitness for Duty Examination. All new employees of the City will be required to have a Fitness for Duty examination by a licensed physician. The City will provide forms upon which the physician may report the results of the examination. Cost of the physical examination will be borne by the City.

24.04.00 Identification. All new employees of the City will be fingerprinted by an agency deemed by the City. Such fingerprints will be forwarded to California Department of Justice and the FBI for routine clearance.

24.05.00 Anniversary Date. The date of hire is the anniversary date.

**25.00.00 UNIFORM ALLOWANCE**

25.01.00 Amount. Sworn Police Officers and Community Service Officers required to wear uniforms shall receive a uniform allowance of six hundred fifty dollars (\$650.00) per year. Effective July 1, 2016, sworn Police Officers and Community Service Officers required to wear uniforms shall receive a uniform allowance of Eight Hundred dollars (\$800) per year. Police Communications Dispatchers required to wear uniforms shall receive a uniform allowance of three hundred forty five dollars (\$345.00) per year. Effective July 1, 2016, Police Dispatchers required to wear uniforms shall receive a uniform allowance of Four Hundred dollars (\$400) per year. The uniform allowance is paid at the start of the Fiscal Year, between July 1 and July 5 for all employees who have completed their probationary period.

25.02.00 Conditions of Allowance. In the event of his/her resignation or discharge from the service within one (1) year of the receipt of the allowance, that the Director of Finance shall be authorized to deduct from his/her last paycheck the sum of 1/12th of the annual amount of uniform allowance for each month that remains between the date of his/her resignation or discharge and the completion of the 12-month period computed from the date of the receipt of the allowance.

25.02.01 A new Public Safety employee eligible to receive a uniform allowance will receive 50% of the annual uniform allowance then in effect at the time of employment. At the satisfactory completion of his/her first six (6) month probationary service, the employee will receive a payment computed to reflect the remainder of that fiscal year. Such payment will be paid on the first regular payroll check following receipt of a request from the Department. Subsequent

payments will be made in accordance with provisions of sections 25.01.00 and 25.02.00 of this MOU.

## **26.00.00 PROBATIONARY PERIOD**

26.01.00 Length of Probationary Period. All Police Communications Dispatchers, Police and promotional appointments shall be tentative and subject to a probationary period of not less than one (1) year's actual service.

26.02.00 Conditions of Probationary Status. The City Council may, by resolution, establish a longer probationary period for specified classes. The Human Resources Director shall notify the City Manager and the probationer concerned two (2) weeks prior to the termination of any probationary period. If the service of the probationary employee has been satisfactory to the City Manager, then the Human Resources Director shall file a statement in writing to such effect and stating that the retention of such employee in the service is desired. Employee must be informed of unsatisfactory performance before their last day of probation.

26.03.00 Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his position.

26.04.00 Rejection of Probationer. During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Notification of rejection, in writing, shall be served on the probationer and a copy filed with the Human Resources Director.

26.05.00 Rejection Following Promotion. Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of the probationary period by reason of failure of the City Manager to file a statement that his/her services have been satisfactory, shall be reinstated to the position from which he was promoted unless charges are filed and he/she is discharged in the manner provided in the Section 21 (Rules of Appeal to a Hearing Officer) and the Rules for positions in the competitive services.

## **27.00.00 MILEAGE**

Employees required to use their own private vehicles in the conduct of City business shall be reimbursed by the employer at the current IRS mileage rate.

**28.00.00 SAVINGS**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

The City and the Police Unit agree that the following policies apply to employees in the Police Unit:

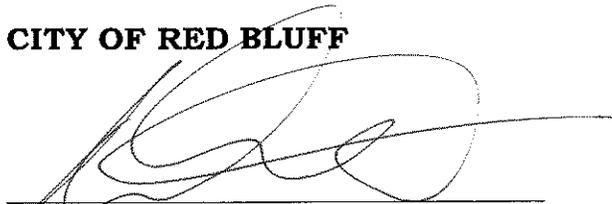
- 1) City of Red Bluff Harassment policy
- 2) Long Distance Telephone Usage from City Phones policy
- 3) City of Red Bluff Alcohol and Drug Free Workplace policy
- 4) City of Red Bluff Administrative Policy for email, electronic communications, use of software and information systems policy

**29.00.00 TERM OF AGREEMENT**

29.01.00 Length. Except as otherwise provided herein, this Memorandum shall be effective December 1, 2015, upon determination by the City Council of the City of Red Bluff that the Memorandum of Understanding is in compliance with its instructions, and shall remain in effect until midnight, the 31st day of December, 2016.

29.02.00 Negotiation of a Successor MOU. Both the City and the Red Bluff Police Officers Association agree to meet to begin negotiations of a successor contract no later than September 1, 2016.

**CITY OF RED BLUFF**



Richard Crabtree  
City Manager/City Attorney

Date: 12-2-15



Aaron Murray  
POA President

Date: 12-2-15

# APPENDIX A

Current Salary Steps:

Appt. Date:	upon hire	6 months	1.5 years	2.5 years	3.5 years
MOU Name:	step 1	step 2	step 3	step 4	step 5
Step Name:	A	B	C	D	E

New Salary Steps:

Appt. Date:	upon hire	6 months	1.5 years	2.5 years	3.5 years	4.5 years
MOU Name:	step 1	step 2	step 3	step 4	step 5	step 6
Step Name:	A	B	C	D	E	F

Current Year Steps:

Appt. Date:	5 years	10 years
MOU Name:	step 6	step 7
Step Name:	5 yr step increase	10 yr step increase

New Year Steps:

Appt. Date:	5 years	10 years
MOU Name:	step 7	step 8
Step Name:	5 yr step	10 yr step