

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CITY OF RED BLUFF (CITY) AND THE RED BLUFF POLICE OFFICERS' ASSOCIATION  
(January 1, 2017 – December 31, 2019),  
AGREEING TO EXTEND AND MODIFY THE MOU AS FOLLOWS:**

The CITY and the Red Bluff Police Officers' Association (POA) mutually agree to extend and modify the above referenced MOU as set forth below (modifications reflected in **bold/underline**). The modifications adopted by this Addendum shall apply prospectively only from the date of approval by the City Council. Except as expressly set forth herein, all other terms of the MOU remain in full force and effect.

Section **29.00.00 TERM OF AGREEMENT, 29.01.00 Length** in the MOU shall be replaced in its entirety as set forth below:

**29.00.00 TERM OF AGREEMENT**

29.01.01 Length. Except as otherwise provided herein, this Memorandum shall be effective on January 1, 2017 through the 31st day of December, **2020**.

Effective the first full pay period after adoption of this addendum (July 25, 2020), the following changes will be in effect:

**Section 10.00.00 HOURS, OVERTIME AND PREMIUM COMPENSATION**, 10.03.00 shall be replaced in its entirety as set forth below:

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 **one hundred twenty (120) 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.

**11.00.00 STANDBY, CALL BACK, AND COURT APPEARANCES**, 11.04.00 shall be replaced in its entirety as follows:

11.04.00 Court Appearance Minimum. Any employee who is required to appear in court in connection with an employee's usual official duties, or in connection with a case in which the City is a party during the hours other than the normal scheduled workday, shall receive a minimum of three (3) hours at his/her overtime rate.

**Those employees required to appear in court on their normal day off or who are assigned to and do work the Graveyard shift, shall receive a minimum of four (4) hours at his/her M.O.U.**

overtime rate. In the event the court appearance exceeds the minimum time provisions above, the employee shall be paid for all time worked at the M.O.U. overtime rate.

In the event an employee is required to appear in court pursuant to a subpoena and such appearance is cancelled, if the officer is not notified by the end of the business day prior to the scheduled appearance, such employee shall receive two (2) hours pay at the overtime rate of one- and one-half times (1.5) the base hourly rate. In order to receive such compensation, the employee shall make a reasonable effort to determine if such court appearance has been cancelled.

**12.00.00 COMPOSITE LEAVE/SICK LEAVE/VACATION LEAVE:** shall be modified as set forth below in relevant part:

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 *or baby bonding*. 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

**13.00.00 HOLIDAYS,** Section 13.03.00, Application to Modified Shifts, shall be added as follows:

**Section 13.03.00, Application to Modified Shifts: Employees who have a holiday off shall receive vacation accrual or pay for the hours equal to their current shift assignment, e.g., an employee who is on a twelve (12) hour shift schedule shall receive 12 (twelve) hours of vacation accrual.**

**Approval.**

This Addendum was approved by the Red Bluff City Council on \_\_\_\_\_, 2020:

**FOR THE CITY:**

\_\_\_\_\_  
Daniele Eyestone, Mayor

\_\_\_\_\_  
Date

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Rick Crabtree, City Manager

\_\_\_\_\_  
Date

**FOR THE RED BLUFF POLICE OFFICERS' ASSOCIATION:**

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Date

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Date

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Dave Hawley, Business Representative

Date