

1. POLICE MID-MANAGEMENT EMPLOYEES

- The Following positions are included in the Red Bluff Police Mid Managers Association:
 - Captain
 - Lieutenant
 - Records/Communications Manager
 - Executive Assistant to the Chief

2. TERM

- 3 Year Contract Term (July 1, 2020 – June 30, 2023)

3. SALARY

- 3% salary increase effective December 26, 2020
- 3% salary increase effective at the beginning of the first full pay period after July 1, 2021
- 3% salary increase effective at the beginning of the first full pay period after July 1, 2022

4. EDUCATION INCENTIVE

- 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 degree recommended by the Police Chief and approved 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/>).

5. POST CERTIFICATE INCENTIVE

- A 2.5% POST Supervisor Certificate pay incentive and a 2.5% POST Management Certificate pay incentive shall apply to qualifying sworn employees.

6. LONGEVITY INCENTIVE

- Employees shall be eligible for Longevity Incentive increases of 5% of salary at 5 years of continuous service with the City; 5% at 10 years of continuous service with the City; and 5% at 20 years of continuous service with the City. At the discretion of the Police Chief and the City Manager, these longevity enhancements may be provided to employees with commensurate experience at another law enforcement agency.

7. LIFE INSURANCE

- Employees are eligible to receive City provided life insurance in the amount of \$50,000.

8. DEFERRED COMPENSATION

- Effective the first pay period after Council approval the City will provide a cash match up to a maximum of \$100 per pay period of an employee's deferred compensation contribution into a City sponsored plan.

9. HEALTH INSURANCE

- 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.
 - A. 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.
- 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. 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. The medical premium option will be the default option and remain in effect until and/or unless changed by the employee.
- Participation Levels.

A. CORE PLAN

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

Unit members have elected to pursue medical coverage offered by the Northern California General Teamsters Security Fund (NCGTSF) and to withdraw from PORAC-PERS or PERS Medical Plans, effective January 1, 2019. POA members understand that the Unit is not eligible to return to PORAC-PERS Medical or PERS Medical for a minimum period of (5) five years after leaving PERS. The POA has conducted its own research regarding the plans offered, costs, benefits, solvency, claims process, etc. of the NCGTSF Medical Plan and have satisfied themselves in that regard. The City makes no claims, representations or warranties of any kind regarding the plans offered, cost, benefits, solvency, claims process, etc. of the NCGTSF Medical Plan. The POA understands that NCGTSF is a private entity and in the event of insolvency, there likely will be no government bailout funds available. The POA represents that is has obtained the unanimous consent of all of its current members and eligible annuitants (retirees) to withdraw from PERS. The POA

acknowledges and understands that after the Resolution withdrawing from PERS has been submitted all employees, annuitants and COBRA enrollees will lose their eligibility for PERS health benefits.

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

<p>JANUARY 1, 2021 Employee only \$439.93 Employee plus one (child) \$1055.92 Employee plus (spouse) \$1041.15 Family \$ 1359.76</p> <p><u>Total City contributions equal:</u></p> <p>JANUARY 1, 2021 Employee only \$599.93 Employee plus one (child) \$1215.92 Employee plus one (spouse) \$1201.15 Family \$ 1519.76</p>
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Effective January 1, 2022, 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 NCGTSF 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.

B. 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 alternate medical insurance (see Administration Section). The City will provide a cash back option of one hundred (\$100) dollars per month for employees who elect the Flexible Benefit Option.

- Administration.

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

- Retired Employee Options.

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

Employees who retire under the provisions of the City's retirement contract with the NCGTSF may continue to insure themselves and their insured dependents for the health benefit portion of the health plan not paid by the City's one hundred sixty dollars (\$160) retiree contribution. The City will pay towards NCGTSF medical \$160 per month as long as the annuitant is participating in a NCGTSF medical plan. Payments will be in accordance with NCGTSF Policies.

- SDI - Police Unit employees participate in the State Disability Insurance Program. All premium costs are borne by the employee.
- Section 125 Plan - The City agrees to maintain the Internal Revenue Section 125 Premium Only Plan.

10. HOLIDAYS

- 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.

- **MANAGEMENT GROUP HOLIDAYS:**

New Year's Day (January 1st),
Martin Luther King Day (3rd Monday in January),
Presidents' Day (3rd Monday in February),
Memorial Day (Last Monday in May),
July 4th,
Labor Day (1st Monday in September),
Columbus Day (2nd Monday in October),
Veterans' Day (November 11th),
Thanksgiving Day and Friday after (4th Thursday in November, 4th Friday in November),
Christmas Eve (December 24th)
Christmas Day (December 25th)
½ day on December 31st (New Year's Eve – Office closes at noon).

- Any day proclaimed by the President or Governor and Mayor as a Public Holiday. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the proceeding Friday shall be observed. It is understood that these paid holiday provisions may necessitate amendment from time to time, due to negotiation results with non-management regular, full-time employees.

11. COMPOSITE LEAVE/SICK LEAVE/VACATION LEAVE

- Composite Leave: In 2012, the City converted the prior Composite Leave program to the vacation/sick leave policies 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.

- 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/her 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.
 - (3) Injury or illness of an immediate family member as set forth herein.
 - C. 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.
 - D. 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.
 - E. Use of Composite Leave for Illness Purposes. At Employee's discretion, previously accrued Composite Leave may be used for illness subject to the restrictions set forth herein regarding use of sick leave.
 - F. Doctor's Statements. The Dept. Head directly supervising the employee, and/or the City Manager shall, in any instance where deemed warranted, require that a Management Group employee submit a statement from a licensed physician setting forth the specifics which necessitate the Management Group employee's absence for illness or injury purposes and shall have the right to require examination by City-appointed medical personnel at no expense to the employee.
 - G. Department Head Responsibility. Department Heads and Management Group members have a responsibility to seek medical attention when there is evidence they are either too ill to work or present a hazard to themselves, co-workers, or the public.
 - H. 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. 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.

- VACATION LEAVE:

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.

<u>Years of Service</u>	<u>Bi-weekly Accrual</u>
0 through 3 years	4.923 hrs. (128 hrs./yr.)
4 through 14 years	6.462 hrs. (168 hrs./yr.)
15 years and over	8.00 hrs. (208 hrs./yr.)

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.

Use of Vacation or Composite Leave. The times during an accrual year at which a Management Group employee may take vacation shall be determined by the City Manager and relevant Department Head with due regard for the wishes of the Management Group employee and particular regard for the needs of public services.

No paid holiday that falls during the Management Group employee's scheduled vacation time may be charged against the employee as Composite Leave or Vacation Leave.

Payment for Vacation and Composite Leave on Separation. Any employee who separates from City employment shall be paid for all unused vacation leave and Composite Leave then on the books, if any, at the time of separation. Payment shall be made at the employee's then current rate of pay.

- BEREAVEMENT LEAVE: Not more than 40 hours of paid leave 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.
- ADMINISTRATIVE LEAVE: Effective the first full pay period after Council approval, 5 days (40 hours) of Administrative leave shall be credited for the remainder of this fiscal year. Upon the commencement of each fiscal year, Management Employees shall be credited with 10 days (80 hours) of administrative leave which must be used prior to the end of the fiscal year (i.e., no carryover of administrative leave to the following year). Employees may not accrue more than 10 days (80 hours) of Administrative Leave. Administrative Leave has no cash value and no employee is entitled to payment of any unused/accumulated Administrative Leave upon separation from City employment.
- LEAVE OF ABSENCE WITHOUT PAY: The City Manager may, at his or her discretion, grant a Management Group employee leave of absence without pay or seniority loss for not to exceed three 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 an approved leave or within 14 calendar days 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 14 calendar days after notice to return to duty shall be cause for discharge.

The City Council may, upon the recommendation of the City Manager, grant additional leave of absence without pay beyond the three month period.

- JURY LEAVE: Every Management Group 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. Such absence will not result in any loss of pay.

12. OVERTIME COMPENSATION

- GRANT FUNDED: If the employees are eligible to receive overtime compensation while working on a grant funded project on a cost neutral basis to the City, then this overtime shall be allowed to be earned by the employees, regardless of their exempt status, on a pass-thru basis. In no case shall an employee lose his/her exempt status or be allowed to receive overtime in which there is a financial impact on the City.
- EMERGENCY: Only in the event of a reimbursable declared local, county, state, or federal emergency will an employee covered under this agreement be granted overtime compensation for any overtime hours worked or assigned as part of the emergency effort. The overtime compensation must be eligible for reimbursement and cost neutral to the City.

13. PERS PAYMENT

- Each employee shall pay the employee's PERS member contribution on a pre-tax basis through a mandatory payroll deduction.

14. RETIREMENT PLAN

- 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-year 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.

15. DISCIPLINARY ACTIONS

- 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.
- 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:
- Non-severe Disciplinary Actions:
 - Oral Warning
 - Written Warning
- 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

- Appropriate Disciplinary Actions. Nothing within this Resolution 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.
- 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:
 - The employee will be given a written notice of the proposed disciplinary action stating the reasons upon which the action is based,
 - The employee will be given a copy of or access to any materials upon which the charges are based,
 - The employee will be given reasonable time to review the charges, materials and prepare his/her response, and
 - 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.
 - 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.
- 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 16 shall not be appealable.

16. RULES OF APPEAL

- 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 16 Severe Disciplinary Actions and Appeals to a Hearing Officer.
- 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.
- 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.

- 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.
- 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.
- 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.

17. GRIEVANCE PROCEDURES

- 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.
- 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.
- 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.

- 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.

- 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

18. UNIFORM ALLOWANCE

- Amount. Sworn Police Officers required to wear uniforms shall receive a uniform allowance of Eight Hundred fifty dollars (\$850) per year. Civilian employees required to wear uniforms shall receive a uniform allowance of Four Hundred fifty dollars (\$450) per year. The uniform allowance is paid at the start of the Fiscal Year on the first full pay period in July for all employees who have completed their probationary period.

- **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, the employee shall be required to refund to the City 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.
- 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) months of 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.