

CITY OF REDDING

EMPLOYMENT AND BENEFIT POLICIES FOR UNREPRESENTED EMPLOYEES

NOTE: Amendments to this document are effective ~~February 21, 2010~~ July 19, 2011, and are shown by underlining the new language and striking out the deleted language.

The following employment and benefit policies are applicable to those employees not represented by a Recognized Employee Union or Association.

**CITY OF REDDING
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ARTICLE 1: EMPLOYEE STATUS

1.1 Employees will be designated as **Council-Appointed, Administrative, Regular, Part-Time Regular, Part-Time, or Temporary**, depending upon the purpose for which they are hired and their length of continuous service with the City. **City Council** members are elected officers.

1.2 **Council-Appointed** employees include the City Manager and City Attorney and any others who may be appointed directly by the City Council and serve at the will of the Council. The employee shall be eligible for all benefits of a Regular employee with the exception of access to the grievance process. The benefits outlined in an employment contract will supersede when there is conflict with benefits outlined for Regular employees.

1.3 An **Administrative** employee is defined as an employee appointed by the City Manager, subsequent to July 1, 1997, to the position of Assistant City Manager, Deputy City Manager, or Director of any Department or by the City Attorney to the position of Assistant City Attorney or Deputy City Attorney. A Regular employee serving in one of these positions prior to July 1, 1997, may become an Administrative employee only upon mutual agreement in writing. An Administrative employee shall be eligible for all the benefits of a Regular employee, except these employees do not have access to the grievance procedure, nor shall they serve a probationary period as they serve strictly at the will of the City Manager or the City Attorney, as applicable, and the employment relationship may be ended at any time without cause.

1.4 A **Regular** employee (status code 3) is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A Regular employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, group health and welfare insurance coverage and other benefits as outlined herein as the employee becomes eligible.

1.5 A **Part-Time Regular** employee (status code 6) is defined as an employee who has one (1) year, or more, of full-time service with the City as a Regular employee, and who subsequently moves, without a break in service, to work less than full-time. This status would also include employees involved in job share arrangements. Job share employees shall be required to sign a City approved contract stipulating the specific conditions and restrictions of the job share arrangement. A job share employee who has not served an official probationary period shall be subject to a one-year probationary period. A Part-Time Regular employee shall receive not less than the minimum rate for the job, and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, and seniority accrual, but shall not be eligible for supplemental benefits for industrial injury, bereavement leave pay, jury duty pay, or other benefits as outlined herein. Part-time Regular employees shall accrue holiday pay on a prorated basis at the rate of fifty-two thousandths (.052) of an hour for each regular hour worked or on paid leave. Part-Time Regular employees are eligible for insurance coverage (pursuant to group health and welfare insurance contract provisions). If a Part-Time Regular employee elects group health and welfare insurance coverage, the premiums shall be shared by the City and the employee on a prorated basis

at the same ratio to full-time employee benefits as the employee's work hours bear to full-time employees' work hours. If a Part-Time Regular employee moves to Regular status, the employee shall be credited with all continuous service in determining eligibility for such benefits as may accrue to the employee in the employee's new status.

1.6 A **Part-Time** employee (status codes 8a and 8b) is defined as an employee hired to work less than a full-time employee, but not more than 1,560 hours in a fiscal year. A status code 8a employee works for a period not to exceed one thousand (1,000) hours per fiscal year. A status code 8b employee works for a period not to exceed one thousand five hundred and sixty (1,560) hours per fiscal year and is eligible to participate in the CalPERS retirement plan. A Part-Time employee will be limited to less than 1,000 hours per fiscal year unless approved by the Personnel Director. A Part-Time employee shall receive not less than the minimum rate for the job, but shall not be eligible for sick leave pay, holiday pay, and other benefits as outlined herein, nor shall the employee be eligible for group health and welfare insurance coverage. The employee may be eligible for participation in the retirement plan pursuant to the City's contract with PERS. After completion of twenty-four (24) months of continuous service, the employee will be entitled to vacation pay on the same basis as Regular employees. If a Part-Time employee is reclassified to Regular status, the employee shall be credited with the employee's service as a Part-Time employee in determining eligibility for benefits, if any, as may accrue to the employee in the employee's new status.

1.7 A **Temporary** employee (status code 9) is defined as an employee hired for temporary, occasional or seasonal work for a period not to exceed 1,000 hours in a fiscal year. A status 9 employee works on-call, seasonal, intermittent or on an irregular schedule for a period not to exceed one thousand (1,000) hours per fiscal year. A Temporary employee shall receive not less than the minimum rate for the job, but shall not be eligible for sick leave pay, holiday pay, vacation pay, or other items as outlined in this document, nor shall the employee be eligible for insurance coverage or retirement plan participation, nor shall the employee accrue seniority, or promotion and transfer rights, or leave of absence rights. If a Temporary employee moves to another status, the employee shall not be credited with the employee's service as a Temporary employee in determining eligibility for benefits.

1.8 A **City Council** member is defined as an elected officer elected by the citizens of the City of Redding. Members receive compensation pursuant to the City's Municipal Code, are eligible for participation in California Public Employees Retirement System (CalPERS) pursuant to Government Code Section 20361 and are eligible for group health and welfare insurance coverage on the same basis as Regular employees.

1.9 **Probationary Periods:** Regular and Part-Time employees shall serve a probationary period of one (1) year upon initial appointment to each status. Such probationary period is considered to be a continuation of the selection process and employees may be terminated for employment or demoted without recourse, pursuant to the grievance procedure. An employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive days. The probationary period will start over for any employee who transfers to another position during the probationary period. The probationary period may be extended in circumstances where further evaluation of the employee is necessary. Employees serving their initial probationary period shall not be eligible for leave of absence, supplemental

benefits for industrial injury, nor be given preferential consideration for promotion or transfer. Temporary employees do not serve a probationary period, as the appointment is temporary by definition and can be terminated at any time.

1.10 **Re-employment:** With the recommendation of a Department Director and approval of the Personnel Director, a past employee who both passed the probationary period and resigned in good standing may be re-employed within two years of the effective date of resignation, to a vacant position in the same classification. Such re-employment shall, for all purposes, be considered as though it were an original appointment. The reinstated employee shall serve a new probationary period.

ARTICLE 2: COMPENSATION AND CLASSIFICATIONS

2.1 Employees shall be paid the salary or wage rate established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest compensation rate for that classification. An employee may, however, be paid a rate above the lowest rate if circumstances justify it. When an employee is appointed to a higher paid classification which has a compensation range overlapping the range of the employee's previous classification, the employee shall be paid at the rate of the classification to which the employee is being appointed, which is at least five percent (5%) more than the employee's present rate, but not more than the top rate of the classification to which the employee is appointed. Step increases require an overall performance evaluation rating of "meets job standards or higher," at each and every successive pay step, Department Director and Personnel Director approval and may be granted after twenty-six (26) full pay periods of employment in each step of the established pay range. A full pay period as used herein is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours. A promotion to a higher paid classification does not change the anniversary date for compensation increases.

2.2 Exempt employees are eligible for Pay-For-Performance adjustments in accordance with the City's **Pay-For-Performance Policy**. Salary rate changes shall be made on the first day of the pay period closest to the anniversary of an employee's employment date.

2.3 Compensation shall be paid at bi-weekly intervals on Thursdays for a pay period ending no earlier than the preceding Saturday. If a payday falls on a fixed holiday, payments shall be made on the preceding workday. All employees hired after January 1, 2005, must make arrangements to have their pay deposited to a bank account via electronic transfer.

2.4 When an employee is temporarily assigned to work in a lower-paid classification than the employee's normal classification, the employee's compensation will not be reduced.

2.5 Whenever a Regular employee is assigned by the City to replace an absent employee in a higher-paid classification and the employee performs a substantial majority (greater than fifty percent [50%]) of the absent employee's duties for a full work day, such employee shall have their compensation increased by at least five percent (5%), but not to exceed the range of the higher classification. Department Director approval is required.

2.6 When an employee is assigned to fill a vacant position or replace an absent employee in a higher-paid classification and performs a substantial majority (greater than fifty

percent [50%]) of the duties of the higher classification for a period that extends beyond one full pay period, such employee shall be temporarily reclassified to the higher position. The employee's compensation shall be increased by at least five percent (5%), but not to exceed the top of the range established for that classification. Department Director and Personnel Director approvals are required.

2.7 In addition to regular compensation, shift differential pay shall be added to the regular base rate of pay for regular hours worked as follows:

	PAY PERCENTAGE	EXCEPT WHEN:
Between 4:00 p.m. and 12 midnight	3.5%	The shift ends on or before 6:00 p.m.
Between 12 midnight to 8:00 a.m.	5%	The shift starts at 6:00 a.m. or later.

Educational incentives and Police Officer Standards and Training (POST) certification pay shall be added to base pay for Public Safety Management personnel as follows:

POLICE MANAGEMENT

PAY	REQUIREMENTS
2.5% Plus \$130*	Associate of Arts or Science degree, or sixty (60) semester units, or a POST Intermediate Certificate.
5.0% Plus \$130*	Bachelor of Arts or Science degree, or one hundred twenty (120) semester units or a POST Advance Certificate.
7.5% Plus \$130*	Master's Degree in fields indicated above.

* The annual additional educational incentive shall be \$130 to be paid in equally divided installments with the City's regular bi-weekly payroll processing. The additional education incentive will be added to either the two and one half percent (2 ½%) or the five percent (5%) or the seven and one-half percent (7 ½%) educational incentive.

FIRE MANAGEMENT - Promoted or Hired Before 7/1/07

PAY	REQUIREMENTS
2.5% Plus \$100*	California State Fire Marshal (CSFM) Chief Officer Certification OR Associate of Arts or Science Degree OR sixty (60) semester units in Fire Sciences
2.5% Plus \$100*	Bachelor of Arts or Science Degree OR one hundred twenty (120) semester units
2.5% Plus \$100*	Master of Arts or Science Degree OR National Fire Academy (NFA) Executive Fire Officer Certification

FIRE MANAGEMENT – Promoted/Hired After 7/1/07

PAY	REQUIREMENTS
2.5% Plus \$100*	California State Fire Marshal (CSFM) or Chief Fire Officer Certification <u>or</u> Center for Public Safety Excellence (CPSE) Chief Fire Officer Certificate. through the Commission on Professional Credentialing (CPC).
2.5% Plus \$100*	Bachelor of Arts or Science Degree
2.5% Plus \$100*	Master of Arts or Science Degree OR National Fire Academy (NFA) Executive Fire Officer Certification

For both current Fire Management employees and those hired after July 1, 2007, the education incentive levels will be additive. In other words, depending on the number of levels of educational achievement, employees could earn up to 7.5% in total education incentives.

*The annual additional educational incentive shall be limited to \$100 in total to be paid in equally divided installments with the City’s regular bi-weekly payroll processing.

2.8 Fire Battalion Chiefs assigned to a forty (40) hour workweek will receive a five percent (5%) pay differential. The differential will be paid on the base salary rate.

2.9 The City Manager may, based upon outstanding job performance, grant an exempt employee a one-time salary increase up to ten percent (10%) above the top of a classification range for a period not to exceed one (1) year. This one time increase is not cumulative and the employee would revert to the employee’s regular salary rate at the end of the one year period.

2.10 The City Manager, at his/her discretion, may provide severance pay not to exceed one year of salary to Administrative employees when it is deemed to be in the best interests of the City.

ARTICLE 3: HOURS AND OVERTIME

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

3.2 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and except as otherwise provided, a basic workweek is normally defined to consist of five (5) consecutive workdays of eight (8) hours each. The basic workweek may begin on any day of the week and at any hour of the day during the workweek. Shift employees may be assigned any hour and/or days of work. The basic workweek or work shift may be modified by mutual agreement of the City and the affected employee(s) in those situations where such a modification serves the interests of both the City and its employees.

3.3 Except as otherwise provided in this section, overtime:

FOR FULL-TIME REGULAR, PART-TIME REGULAR OR JOB SHARE EMPLOYEES IS DEFINED AS:	
A	Time worked in excess of forty (40) hours in a workweek.
B	Time worked in excess of eight (8), nine (9), ten (10), or twelve (12) hours as applicable on a scheduled workday.
C	Time worked on a non-workday or on a holiday.
D	Time worked outside of regular hours on a workday.
FOR PART-TIME AND TEMPORARY EMPLOYEES IS DEFINED AS:	
A	Time worked in excess of forty (40) hours in a workweek.
FOR PART-TIME OR TEMPORARY FIRE SUPPRESSION OR 24 HOUR SHIFT EMPLOYEES IS DEFINED AS:	
A	Time worked in excess of two hundred forty (240) hours in an established 28-day work period.

3.4 Overtime shall be computed to the nearest one-quarter (1/4) hours.

3.5 In cases where the basic workweek or work shift has been modified by mutual agreement, these overtime requirements may be waived pursuant to applicable law.

3.6 For those employees working at the Redding Power Plant whose work schedule includes forty-eight (48) regularly scheduled hours in a week, paid time off will count toward the calculation of overtime.

3.7 Overtime wages shall be paid to non-exempt employees at a rate equivalent to one and one-half (1½) times the regular base rate of pay, or at the employee's option, and with City approval, the employee may elect to receive time off with pay at the rate of one and one-half hours off for each overtime hour worked. Compensatory time off with pay shall be scheduled in the same manner as vacations are normally scheduled. Effective January 1, 2005, compensatory time off accrual shall be limited to eighty (80) hours per fiscal year and subject to a maximum

accumulation of one hundred sixty (160) hours. The working of overtime requires City management approval.

3.8 Exempt employees shall not receive any compensation for overtime work, except for exempt Fire Department management employees who are eligible for pay in excess of their regular salary when:

DESCRIPTION		TIMES BASE PAY RATE
A	Assigned to state service on a non-work day.	1½ Times
B	Assigned to work for another Battalion Chief who is working in state service on a regularly scheduled workday.	1½ Times
C	Working to cover for a Deputy Fire Chief or Battalion Chief absent from a regularly scheduled shift.	1½ Times
D	Working to cover in the absence of the Fire Marshall.	1½ Times

3.9 Exempt employees, who as a result of their exempt status are not eligible for overtime pay or compensatory time off, will not have their leave balances (vacation, sick leave, etc.) reduced for absences of less than four (4) hours. Department Director approval is required.

3.10 If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual time worked. Employees who are entitled to overtime pay and who are required to report for work on their non-workdays, or on holidays they are entitled to have off, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in no event for less than two (2) hours compensation each time an employee is required to report back to work, except however, that employees shall not be paid more than time and one-half the regular rate of pay for any given time period. If an employee reports back to work for such work outside of the employee's regular hours on a workday continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual time worked. ~~If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual time worked.~~

3.11 Whenever Fire Department personnel are required to change work schedules from forty (40) to fifty-six (56) hours or visa versa, the employee's vacation and sick leave balances will be adjusted accordingly by applying the following formula:

WORK SCHEDULE	FACTOR
Forty (40) to fifty-six (56) hours	1.4
Fifty-six (56) to forty (40) hours	0.715

3.12 Compensation for standby duty periods for the Fire Marshal and Assistant Fire Marshal for Fire Investigation Duty Coverage shall be paid as follows: one (1) hour of overtime pay for each weekday (12:01 a.m., Sunday through midnight Friday); two (2) hours of overtime pay for Saturdays; and three (3) hours of overtime pay for Sundays and holidays except for those holidays designated as floating holidays.

~~3.13.— Compensation for standby duty periods for the Municipal Utilities Manager (Water) shall be paid as follows: One Hundred Fifty dollars (\$150.00) per day and seventy five dollars (\$75.00) per hour when called in to perform water related duties.~~

ARTICLE 4: SICK LEAVE

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

4.2 Paid sick leave shall be allowed for a non-work related absence due to:

A	The inability of an employee to be present or perform duties because of personal illness, off-duty injury, or confinement for medical treatment.
B	The ability to attend personal medical or dental appointments, which are impractical to schedule outside of regular working hours.
C	The need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family for up to forty (40) hours per incident; seventy-two (72) hours for Fire Department shift personnel.
D	For family sick leave up to forty-eight (48) hours per calendar year for members of the immediate family; ninety-six (96) hours for Fire Department shift personnel.

“Immediate family” as used herein includes only the employee’s spouse, children, grandchildren, brothers, sisters, parents or grandparents of spouse or employee, or other persons who are living in the employee’s immediate household. Sick leave to include mental or physical illness.

4.3 Management may require satisfactory evidence of sickness or disability, including written verification from a licensed medical practioner, before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination at City expense by a physician or physicians approved by City for the purpose of determining that such employee is fit and able to perform the duties of the employee’s former position without hazard to the employee, fellow employees, or the employee’s own permanent health.

4.4 If an employee is off on sick leave on a fixed holiday, the holiday credit will be used. However, if an employee is off on sick leave on a floating holiday, sick leave balances will be used and the holiday credit will be deferred.

4.5 In the event an employee exhausts all paid leave as a result of an illness or injury, and subject to the approval of the employee’s Department Director and the Personnel Director, such employee may be advanced sick leave from his or her future accruals up to eighty (80) hours. Twenty-four (24) hour shift employees may be advanced up to one hundred twelve (112) hours. Once the employee returns to duty, sick leave accrual hours will be applied to the negative sick leave account until it is zero. Should the employee terminate City employment with a negative sick leave balance, appropriate adjustments will be made to final paid leave cash pay-outs or other City monies owed the employee. If insufficient funds are due to the employee by the City, the employee shall directly reimburse the City for advanced sick leave in excess of the funds, if any, previously withheld. Such direct reimbursement will be waived for employees who are terminally ill or totally disabled (100%).

4.6 Any employee who after ten (10) years but less than fifteen (15) years of continuous service to the City terminates employment shall be paid at the employee’s regular pay rate for thirty-three and one-third percent (33 ⅓%) of the employee’s accumulated sick leave hours. For employees with fifteen (15) years but less than twenty (20) years of continuous service, the percentage set forth above shall be increased to forty-five percent (45%). For employees with twenty (20) years or more continuous service, the percentage set forth above shall be increased to sixty percent (60%).

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

ARTICLE 5: VACATIONS

5.1 Regular and Part-Time Regular employees shall accrue vacations, based on the length of their continuous service measured from their date of employment, with pay up to a maximum of 500 hours, 700 hours for Fire Department twenty-four (24) hour shift personnel, for each regular hour worked, or on paid leave, as follows:

	ACCRUAL RATE PER HOUR	FROM	THROUGH PAY PERIOD	APPROXIMATE ACCRUAL RATE	YEARS OF SERVICE
A	.039	Date of Employment	104 th	2 weeks	1-4
B	.058	105 th	234 th	3 weeks	After 4
C	.068	235 th	364 th	3 ½ weeks	After 9

D	.077	365 th	494 th	4 weeks	After 14
E	.087	495 th	624 th	4 ½ weeks	After 19
F	.096	625 th	--	5 weeks	After 24

5.2 A full pay period as used herein is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.

5.3 The City Manager may authorize the accrual of vacation for a new Regular employee at a rate that exceeds the rate prescribed for the employee’s actual years of service.

5.4 In the event of departmental cancellation of a previously scheduled vacation or of a paid leave of absence due to industrial injury where such employee would exceed the maximum vacation accrual, the accumulation of vacation hours may exceed the established vacation maximum. In the event of an absence due to an illness or injury that is not job related, the Personnel Director may approve the accumulation of vacation hours in excess of the established vacation maximum. The City Manager may also approve the accumulation of vacation hours in excess of the stated maximum for other extenuating circumstances. Whenever such excess accruals occur, the employee shall have one year from the date the vacation was canceled or from the date the employee returns to work from illness or injury to utilize the excess accrual.

5.5 It is City policy that employees take their normal vacation each year at such time or times as may be approved by their Department.

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

5.7 Vacations will be scheduled throughout the calendar year. Employees with greater seniority will be given preference over those with less seniority in the selection of a vacation period, provided, however, that if the senior employee splits his/her vacation by requesting less than a full year’s allowance to be scheduled on consecutive workdays, the employee’s preferential rights shall only apply on one period in that calendar year prior to all other employees being given consideration in the selection of their first choice vacation period.

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

5.9 If an employee is off duty on vacation on a fixed holiday, the paid holiday will be used. If an employee is off on vacation on a floating holiday, vacation balances will be used and the paid holiday will be deferred.

5.10 Employees whose employment with the City is terminated for any reason shall, at the time of separation, receive pay for any unused vacation hours previously earned.

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

For employees working other than 24 hour shift:		For employees working 24 hours shift:	
MINIMUM ACCRUAL	MAXIMUM HOURS PAYABLE	MINIMUM ACCRUAL	MAXIMUM HOURS PAYABLE
120	40	168	56
240	80	336	112
360	120	504	168

5.12 Employees may contribute their earned vacation hours to an employee approved for the vacation donation program. Vacation is donated and granted on the basis of the dollar value of the donor's base pay rate.

ARTICLE 6: HOLIDAYS

6.1 Regular employees, except as otherwise provided herein, shall be entitled to have the following holiday time off with pay:

	DESCRIPTION OF HOLIDAY	Fixed	Floating
1	January 1 st	X	
2	The third Monday in January, known as Martin Luther King, Jr. Day	X	
3	Lincoln Day		X
4	The third Monday in February, known as President's Day	X	
5	The last Monday in May, known as Memorial Day	X	
6	July 4 th	X	
7	First Monday in September, known as Labor Day	X	
8	Employee's Birthday		X
9	The second Monday in October, known as Columbus Day		X
10	November 11th, known as Veteran's Day		X
11	Thanksgiving	X	
12	Friday after Thanksgiving	X	
13	The last half of the normal work shift before Christmas	X	
14	December 25 th	X	

6.2 If any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the

foregoing holidays falls on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive another workday off with pay, to be scheduled in the same manner as vacation days are normally scheduled. Employees who work alternative work schedules commonly known as 9/80's will be entitled to paid holiday for nine (9) hours, as applicable.

6.3 An employee may observe the employee's birthday holiday on the employee's birthday or anytime during the pay period in which the birthday occurs, or the holiday may be deferred and scheduled as vacations are normally scheduled. Floating holidays shall be scheduled by employees and the employee's supervisor in the same manner as vacations are normally scheduled. When an employee is required to work on a floating holiday the employee shall receive pay at the straight time rate.

6.4 Notwithstanding the foregoing, employees regularly assigned to work twelve (12) hour shifts at the Redding Power Plant shall not be entitled to observe the following holidays; Lincoln Day, Columbus Day, Veterans Day nor the employee's birthday.

6.5 Employees assigned to work ten (10) hour shifts for the Electric Department shall revert back to a normal eight-hour workday during the weeks in which holidays occur.

6.6 Employees may be scheduled to work on fixed holidays, in which event an employee will, in addition to holiday pay, be compensated at the overtime rate of pay for all time worked on such days. An employee may, however, elect to observe that holiday at another time, to be scheduled in the same manner as vacation days are normally scheduled. In which event, the employee will only be compensated for time worked on that day at the overtime rate of pay and shall not receive holiday pay.

An employee must be in a paid status on both workdays immediately adjacent to the holiday in order to receive pay for the holiday.

6.7 Regular and probationary twenty-four (24) hour shift employees shall receive fifteen and two-tenths (15.2) hours of holiday compensation, maximum of ~~151.5~~ 152 hours per year, on those fixed holidays as designated in paragraph 6.1, payable in the pay period in which the holiday falls.

ARTICLE 7: ADMINISTRATIVE LEAVE

7.1 Exempt employees may be eligible for paid time off per calendar year as indicated below:

ADMINISTRATIVE LEAVE MAY BE GRANTED TO:	WITH DEPARTMENT DIRECTOR APPROVAL	WITH CITY MANAGER APPROVAL
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Exempt employees:	40 Hours	80 Hours
Fire Department exempt employees who normally work a 24-hour shift:	56 Hours	112 Hours

7.2 Administrative leave is granted on the payroll period closest to January 1 and must be used by the end of the calendar year or it is forfeited without compensation. No Administrative Leave shall be carried over to the next calendar year, nor shall unused Administrative Leave be converted to compensation.

7.3 Employees are to schedule administrative leave in the same manner as vacation with the approval of their Supervisor.

7.4 Employees appointed to an exempt position after the first of the year may be granted leave on a prorated basis. Administrative Leave balances may be adjusted when employees separate employment prior to the end of the calendar year.

ARTICLE 8: FUNERAL (BEREAVEMENT) LEAVE

8.1 Regular employees who are absent from work due to the death of a member of the employee’s immediate family shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty (40) working hours per incident; fifty-six hours for Fire Department Safety Management employees who work twenty-four (24) hour shifts.

8.2 “Immediate family” as used herein includes only employee’s spouse; children, grandchildren, brothers, sisters, parents, or grandparents of either employee or spouse; or other persons who are living in the employee’s immediate household. The relationships included herein shall apply whether by blood or marriage.

8.3 Regular employees who are absent from work to attend the funeral of a person other than an immediate family member shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed one (1) regularly scheduled work day per incident. A maximum of twenty-four (24) hours may be utilized for this type of leave in a calendar year; seventy-two (72) hours for Fire Department Safety Management employees who work twenty-four hour shifts.

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

ARTICLE 9: JURY/WITNESS DUTY

9.1 A Regular employee who is summoned for jury duty and thus absent from the work place will be paid for the time lost at the employee’s regular rate of pay.

9.2 Whenever any employee is subpoenaed to testify in court as a result of the employee's employment and the employee is not an opposing party to the City, the employee shall be paid for all regular time lost. Employees subpoenaed by the Court for matters unrelated to City business must utilize vacation or other appropriate leave balances.

9.3 An employee must be in a paid status on both scheduled workdays immediately adjacent to the jury duty in order to receive pay for such leave.

ARTICLE 10: LEAVES

10.1 A leave of absence may be granted to employees by the City Manager for urgent and substantial reasons, up to a maximum of one year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Employees in an initial probationary period, Part-Time or Temporary status, are not eligible for leave of absence unless eligible pursuant to the Family Medical Leave Act or the California Family Medical Leave Act.

- (a) A leave will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.
- (b) All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of a leave of absence. An employee is required to submit medical certifications as to the conditions necessitating the leave if the leave is a result of exhaustion of sick leave. If the leave should exceed the initial request, the employee is responsible for requesting additional time off and providing current medical certifications and return to work dates. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions, providing that the employee is capable of performing the duties of the employee's former position, except that if there has been a reduction of forces or the employee's position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on a leave of absence.
- (c) An employee's status as a Regular employee will not be impaired by a leave of absence and the employee's seniority will accrue.
- (d) If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other employment without prior City approval while on leave, the employee will thereby forfeit the leave of absence and employment with the City may be terminated.

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

10.2 Family and medical leave for employees shall be administered in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), 29 USC Section 2601 et seq., and the provisions of the California Family Rights Act (CFRA), Code of Regulations, Title 2, Division 4, Section 7297.0 et seq., as may be amended from time to time.

10.3 Pregnancy Disability Leave shall be administered in accordance with the provisions of California Code of Regulations, Title 2, Division 4, Section 7291.2 et seq.

10.4 **Vacation Donation Program**

(a) This program has been established to allow employees to donate accrued vacation hours to eligible employees in need. The purpose of this program is to provide a means by which the eligible employee may obtain authorized paid time off. Employees eligible for the program must:

1. Be a Regular or Part-Time Regular employee already having completed an initial probationary period;
2. Have a verifiable long-term illness or injury (non-work related). For this program, *long term* is defined as no less than four (4) weeks in duration. It is the employee's responsibility to complete and return a Request for Donation form to the Personnel Department and attach to it a letter from a licensed physician certifying that the employee has a long-term illness or disabling injury of at least a four-week duration;
3. Not be eligible for long-term disability insurance benefits;
4. Have exhausted all accrued leaves, resulting in the employee being in an unpaid status if on approved leave; and
5. Have requested and exhausted a sick leave advance.
6. Have the concurrence of the Department Director and Personnel Director.

(b) Once an employee is determined eligible, a posting will be distributed and use of the donated hours will start as soon as possible.

(c) When utilizing the donation program, recipients shall receive their normal regular rate of pay, as if being on paid leave status. The benefit shall be payable on regularly scheduled pay days. A minimum of twenty (20) hours per week must be utilized when there are available balances. As with paid leave status, recipients shall continue to be eligible to participate in the group health and welfare related benefits provided by the City.

ARTICLE 11: INDUSTRIAL DISABILITY

11.1 A Regular employee, who has completed their initial probationary period, and who becomes disabled as a result of a work-related injury or illness and is deemed eligible for benefits under the Workers' Compensation and Insurance Chapters of the State Labor Code, shall receive compensation at the rate of eighty-five percent (85%) of the employee's regular pay. This payment shall be made in lieu of temporary disability payments, which would be paid under the State Labor Code, for the period of disability not to exceed six (6) months. At the conclusion of six (6) months of supplemental benefits at the eighty-five percent (85%) rate, benefits are reduced to seventy percent (70%) of the employee's regular pay for an additional six (6) month period. At any time the employee's injury/illness is determined to be permanent and stationary or the employee is retired on a disability pension through CalPERS, eligibility under this provision ceases. Employees who are covered under the provisions of California Labor Code, Section 4850 and those employees in their initial probationary period are excluded from this benefit.

In exchange for this benefit, the employee shall pay over to the City compensation received as a result of the disability, whether from Workers' Compensation, State Disability Insurance (SDI), employee group health and welfare insurance benefits or unemployment compensation benefits. Privately secured insurance is excluded. The employee shall affirmatively assist the City in obtaining any such benefits to which the employee may be entitled, but has not yet received arising out of the disability. In no event shall such payment from the employee to the City from such sources exceed the amount of the supplemental benefits paid to the employee by the City in accordance with the provisions of the above paragraph.

11.2 An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within the employee's ability to perform, pursuant to the City's **Modified Duty Policy**.

11.3 If a third party is found to be responsible for the employee's industrial injury and the employee recovers a judgment in damages from said third party, then all supplemental benefits received as provided for in 11.1 not already repaid from the other sources mentioned in 11.1 shall be repaid to the City by the employee.

11.4 Vacation and sick leave shall accrue while an employee is absent from work and receiving the supplemental benefits as set forth in 11.1 or the benefits of Section 4850 of the Labor Code of the State of California. Regular and Part-Time Regular employees who are not in a City-paid status and on leave receiving Workers' Compensation temporary disability benefits, may, at their option, maintain their group health insurance coverage for up to a maximum of a cumulative total of five (5) years, which includes the period in which the employee is receiving supplemental disability benefits as set forth under 11.1, provided the employee pays his or her normal share of the group health insurance program premium, if any. Holidays which occur during the period for

which an employee is receiving temporary disability compensation shall not be recognized for compensation purposes.

ARTICLE 12: EXPENSES

12.1 The following provisions allow for a fair and equitable means of reimbursing expenses incurred while conducting City business, i.e., traveling to authorized meetings, seminars, training sessions, luncheons and other events approved by the Department Director.

12.2 Transportation-Related Expenses:

(a) When City business requires that an employee commute to or from work in a City owned or leased vehicle, that employer provided vehicle cannot be used for any personal purposes. The value of this benefit is to be included in the assigned employee's gross wages at a rate established by the Internal Revenue Service (IRS).

(b) Whenever employees use their personal vehicles for City business at the City's convenience, reimbursement will be at the rate per mile established by the City Manager, but not higher than the rate established by the Internal Revenue Service.

(c) Whenever employees use their personal vehicle for the employee's convenience for out of City travel on official City business, the total allowance for transportation shall in no case exceed the cost of coach-class air passage if such service is available. (This would include any additional expenses that would be incurred for lodging, meals and other expenses.)

(d) The City is not responsible for any loss or damage, operating maintenance or repair expenses to personal vehicles used on City business.

(e) Travel time will be allowed on the same basis as if the employee had traveled by air. The employee will charge to the City only the time that would have been required to make the trip using airline transportation. All time in excess of air travel time will be charged to the employee. Exceptions may be authorized by the Finance Officer in cases where it is beneficial to the City for the employee to use their personal vehicle.

12.3 Lodging and Meal Related Expenses:

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

(b) Lodging expenses shall be reimbursed at actual and reasonable costs as approved by the Department Director, or designee. Receipts are required to support expenses.

(c) Meals shall be reimbursed up to the following maximum rates. An employee may choose to be paid a meal allowance as follows:

Dinner	\$17.50
Lunch	\$ 9.50
Breakfast	\$ 7.00

Meal allowances are included in an individual's gross wages as determined by the Internal Revenue Service (IRS).

(d) Whenever a meal is provided as an official part of a program in which an employee participates, regardless of whether the City pays a registration fee, a meal allowance or reimbursement will not be made. It is intended that employees be reimbursed for out-of-pocket expenses only.

(e) Any request for reimbursement in excess of the normal meal allowance must be accompanied by a written explanation as to the reason for the excess, a copy of an itemized receipt indicating actual charges for each item purchased, and must be approved by the Finance Officer. Alcoholic beverages are not a reimbursable expense. Receipts for meals must be provided in order to obtain reimbursement.

(f) Reimbursement of meal expenses for other than employees incurred while conducting business on behalf of the City shall be allowed provided itemized receipts are submitted detailing the guest's name, position, and organization. Such expenses shall be subject to City approval.

12.4 Reimbursement for reasonable costs other than meals and lodging incurred for the incidental expenses such as registration, tips and other gratuities, taxi, bus, parking and other transportation expenses, business telephone calls and faxes, and other justifiable incidental expenses shall be permitted providing such expenses are justified and itemized.

12.5 Employees will be reimbursed for actual expenses only. Any savings realized by employees by ride sharing, lower accommodation costs, etc., shall accrue to the City.

12.6 The City shall pay the reasonable cost of repair or a prorated replacement of uniforms, glasses, watches or other personal property up to three hundred dollars (\$300) damaged in the course of employment. This provision does not apply to items lost or damaged as a result of negligence of the employee.

12.7 An employee who is required to change residence to accommodate employment with the City may be compensated for moving expenses, under special circumstances, subject to approval by the City Manager.

ARTICLE 13: UNIFORM ALLOWANCE

13.1 A uniform allowance shall be provided to Public Safety Management personnel required to wear a uniform as part of their normal job duties, as opposed to occasional ceremonial functions, as follows:

CLASSIFICATION	AMOUNT
Fire Chief	\$900
Deputy Fire Chief	\$900
Fire Battalion Chief	\$900
Assistant Fire Marshal	\$900
Police Chief	\$900

13.2. Effective July 1, 2007, the annual uniform allowance will be \$900 and will be paid in equally divided installments on a bi-weekly basis with the City's regular payroll processing. Effective July 1, 2007, newly hired employees will receive the full amount indicated above. In July following the new employee's hire date, regardless of time with the respective department, the employee will begin receiving bi-weekly installments with the regular payroll.

~~13.3 Exempt employees working in Redding Electric Department Distribution Division in the following classifications: Electric Manager Line, Electric Program Supervisor, Electric Utility Supervising Arborist, and Electric Utility System Inspector are eligible for emergency call out pay at the rate of one and one-half (1½) times their regular base rate of pay when called upon to perform emergency duties typically within the job classification of non-exempt employees. An emergency is defined as: An electric system outage or emergency that potentially endangers the public or employees. Emergency call out pay will be provided when the Electric Department is unable to obtain a sufficient number of non-exempt employees in the IBEW Electric bargaining unit to perform the work necessary to resolve the emergency. This language will sunset six months from November 18, 2008, or will be reevaluated at that time.~~

ARTICLE 14: EMPLOYEE GROUP HEALTH & WELFARE INSURANCE BENEFITS

14.1 Regular and Part-Time Regular employees and City Council members are eligible to participate in the City's group health and welfare insurance benefit program, which includes the medical, prescription, dental, vision, life and long term disability insurance plans, effective the first day of employment. The City shall pay the cost of the program for Regular employees and City Council members and dependents as indicated below. If a Part-Time Regular employee elects insurance coverage, premiums shall be shared by the City and the employee on a pro-rated basis at the same ratio to full-time employee benefits as the employee's work hours bear to full-time employees' work hours. Benefit highlights include:

(a) **Life Insurance:** Twice annual compensation. More specific benefit information is provided in the carrier's booklet.

(b) Health Benefits: \$200 deductible per person; \$600 deductible per family per year; 80% payable for services performed by a Preferred Provider or when no Preferred Provider is available and 70% for services performed by a non-Preferred Provider for the first \$5,000 of eligible charges; the out-of-pocket waiver on the next following calendar year shall be eliminated; hospital charges 100% payable ~~two million dollars lifetime limit~~; professional fees based upon UCR; typical exclusions and limitations. Effective July 1, 2007, the City's contribution toward the monthly group health and welfare insurance composite premium rate shall be ninety percent (90%) and the employee will begin paying ten percent (10%) of the rate through a bi-weekly payroll deduction. The City has established a Section 125 Plan to redirect the portion of the employee's salary to pay, on a pre-tax basis, the employee's contribution toward the medical, prescription, dental and vision insurance composite premium rate.

In an effort to minimize the impact of annual composite premium increases/decreases for the employee, the rate change will be limited to a maximum of twelve and one-half percent (12½%) per year (or the actual percent increase in actual claim costs from the previous calendar year, whichever is lower). To ensure that the ninety percent/ten percent (90%/10%) ratio is maintained over time, the following leveling mechanism shall be used:

The Following Rates Are Used For Illustration Purposes Only:

COMPOSITE RATE 2007 = \$1157	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$1,302	\$1,497	\$1,647	\$1,869	\$2,084
If the composite premium rate change is:	12½%	15%	10%	13½%	11½%
10% = \$116 The change to the employee's 10% will be:	12½% \$131 (\$116 x 12 ½%)	12½% \$147 (\$131 x 12 ½%)	12½% \$165	12½% \$186	12½% \$209
The impact is:	No Impact	+2½% The City pays the additional 2½% cost until made up.	-2½% The employee begins paying the 2½% to make up from	+1% The City pays the additional 1% cost until made up by the	Zero Nothing would be due to the City.

			the year before.	employee the following year.	
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In the event the composite premium rate change is less than 12½%, the employee’s percent of the rate shall be the actual percent change unless costs from the year before need to be made up.

More specific information regarding the health, prescription and dental benefits are provided in the Health and Dental Insurance Carrier’s booklets.

(c) **Prescription Benefits:** Employee co-payments as shown in the following table:

Retail (34 days' supply)	Effective 7/1/2008 Co-Payment	Effective 7/1/2009 Co-Payment	Effective 9/1/2011 Co-Payment
Generic	\$8.50	\$9.50	<u>\$10.00</u>
Brand	\$32.50	\$35.00	<u>\$40.00</u>
No Generic Available	\$17.50	\$20.00	<u>\$20.00</u>
Mail (90 days' supply)			
Generic	\$11.25	\$11.25	<u>\$20.00</u>
Brand	\$45.00	\$45.00	<u>\$70.00</u>
No Generic Available	\$22.50	\$22.50	<u>\$40.00</u>

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

(d) **Dental Benefits:** No deductible and 100% of UCR (90th percentile) for prevention; no deductible and 50% up to \$2,000 per lifetime per person for orthodontia; \$25 deductible and 80% of UCR (90th percentile) up to \$2,000 per person per year for all other eligible charges. The premium cost of the Dental benefit program is outlined under “Health Benefits” above. For specifics regarding the City’s Dental Plan, refer to the Benefit Summary Plan Document.

(e) **Long Term Disability:** After three (3) months, sixty percent (60%) of employee’s compensation to a maximum of \$5,000 per month integrated with all other income benefits payable to age 65. More specific benefit information is provided in the carrier’s booklet. The City agrees to pay an equivalent monthly amount for Fire Battalion Chief only to purchase his/her own long-term disability policy. The monthly amount shall be equal to the premium the City would pay if Fire Battalion Chiefs participated in the City’s long-term disability program for all other eligible employees.

(f) **Vision Care:** \$25 deductible, an examination every twelve (12) months, lenses every twenty-four (24) months, and frames every twenty-four (24) months. The premium cost of the Vision benefit program is outlined under “Health Benefits” above. For specifics regarding the City’s Vision Plan, refer to the Benefit Summary Plan Document.

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

~~14.2 Employees hired prior to July 1, 2008, who retire from the City, will pay fifty percent (50%) of the group health and welfare medical insurance premium and the City will pay fifty percent (50%). The employee, and any dependents, must go directly from active status to retirement and continue the group medical insurance without a break in coverage. Employees hired on or after July 1, 2008, and City Council members first sworn into office after January 1, 2009 who retire from the City, will pay the full cost of group health, dental and vision. The addition of dependents acquired after retirement shall be subject to the "Special Enrollee" provisions of the Health Insurance Portability and Accountability Act. Following the death of a retiree, a surviving spouse may continue the insurance.~~

14.2 All active employees and Council Members whether hired prior to and after August 7, 2011, who retire from the City with five (5) or more years of City service (and eligible for CalPERS benefits upon separation of service) shall be eligible for the City to pay a proportionate share of costs of the insurance premium should the retiring employee elect to participate in any group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS. To maintain a qualified status, and to continue to receive the benefit, the retired employee must continue the group medical insurance during retirement without a break in coverage and the retired employee and their covered spouses who reach Medicare A/B eligibility age, must enroll in Medicare. For those retirees who qualify, the City shall pay a proportionate share of the cost of the insurance premiums in accordance with the following formula: 2% for every year of active service with the City of Redding up to a maximum of 50%. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. Following the death of a retiree, the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse. The City will not contribute payments on behalf of any retiree except as set forth above.

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

14.4. The City offers the VantageCare Retiree Health Savings Plan to Regular employees.

ARTICLE 15: RETIREMENT PROGRAM

15.1 All Regular, Part-Time Regular, qualified Part-Time employees, and elected officials are covered by the California Public Employees' Retirement System (CalPERS) program. ~~The City reports to CalPERS, as compensation, the amount the City pays on behalf of the employee as Employer Paid Member Contribution (EPMC) for retirement calculation purposes.~~

15.2 The City pays the full contribution to the California Public Employees' Retirement System (CalPERS) at the two percent (2%) at 55 formula; one (1) year's compensation in formula; 1959 Survivors Benefits (Indexed Level); Survivor Continuance allowance; credit for unused sick leave; and military service credit buy back option. Effective August 7, 2011, the employee

contribution of seven percent (7%) will be paid by employees through a bi-weekly payroll deduction on a pre-tax basis. For employees hired after the date that agreement is reached by all non-safety "Miscellaneous" bargaining units and the appropriate CalPERS amendment has been executed, the City will provide coverage in CalPERS for all regular employees based on the two percent (2%) at age 60 retirement benefit formula using an average of the highest paid consecutive 36 months of employment when determining final compensation.

For Public Safety Management employees: The City pays the full contribution at the three percent (3%) at age 50 benefit formula; one (1) year's compensation in formula; 1959 Survivors Benefits (Fourth Level); Survivor Continuance allowance; credit for unused sick leave; fifty percent (50%) ordinary disability benefit; and military service credit buy back option. Effective August 7, 2011, the employee contribution of nine percent (9%) will be paid by employees through a bi-weekly payroll deduction on a pre-tax basis. For employees hired after the date that agreement is reached by all public safety "Police" bargaining units and the appropriate CalPERS amendment has been executed, the City will provide coverage in CalPERS for all regular employees based on the three percent (3%) at age 55 retirement benefit formula using an average of the highest paid consecutive 36 months of employment when determining final compensation.

15.3 ~~Effective January 1, 2005, T~~the City will provide all non-safety public employees who are eligible for the CalPERS benefit hired prior to August 7, 2011, with the Public Agency Retirement System (PARS) 20.7% @ age 55 benefit formula retirement enhancement plan; all prior CalPERS service; and vested with five (5) years of City service. Employees hired on or after August 7, 2011, will not be eligible for the Public Agency Retirement System (PARS) 0.7% at age 55 supplemental benefit formula.

ARTICLE 16: CONTINUING EDUCATION

16.1 Regular, non-probationary, employees who complete City approved courses taken for credit with a passing grade may, upon application, be reimbursed for the tuition, cost of required textbooks and required materials, including but not limited to computer software, calculators, videos, but not to include incidentals such as paper, pens and pencils.

16.2 Employees must obtain prior approval from their Department Director. Reimbursement under this program shall be limited to two hundred dollars (\$200.00) per course (semester/quarter).

ARTICLE 17: GRIEVANCE PROCEDURE - DISCIPLINE

17.1 Any grievance which may arise between a Regular or Part-Time employee and the City with respect to ~~the interpretation or application of any of the terms and conditions of employment, including discharge, demotion, suspension, or loss of pay or discipline of an individual employee, shall be determined by the provisions of these following Discipline Grievance procedure, except that such matters which are included in the definition of impasse as~~

set forth in Resolution No. 2002-170 are not grievable. The establishment of employee wage and salary schedules is excluded from this procedure. Probationary employees shall not be entitled to invoke the Grievance Procedure with regard to matters of discharge or demotion. This shall not, however, prevent Probationary employee from exercising any other rights under this procedure. Every employee designated by the City to hear grievances shall have the authority to settle them.

17.2 Step 1: The initial step in the resolution of a grievance shall be a discussion between the employee and the immediate Supervisor directly involved, who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of or the date the grievant became aware of the incident which is the basis for the grievance. the presentation of the grievance, in writing, to the Personnel Director, who shall conduct an investigation and attempt to resolve the grievance. If no resolution of the grievance is achieved, the Personnel Director shall provide the employee with the City's answer to the grievance in writing. This step shall be taken within ten (10) calendar days during the working hours of the employee.

17.3 Step 2: If a grievance is not resolved in the initial step, the second step shall be the presentation of the grievance, in writing, to the ~~Division Head~~ City Manager or designee, who will answer, in writing, within ten (10) calendar days. This step shall be taken within ten (10) calendar days of the date of the ~~immediate supervisor's~~ answer to Step One.

17.4 Step 3: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, to the Department Director, who will answer, in writing, referral of the matter to mediation by either party within ~~ten (10)~~ twenty (20) calendar days of the answer to Step Two. This step shall be taken within ten (10) calendar days of the date of the ~~Division Head's answer to Step Two.~~ Whenever a grievance is referred to mediation, either the employee or the City may request that the California State Mediation and Conciliation Service refer a state mediator. The mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Four shall not occur until the mediator has released the parties from the mediation process.

~~17.5 Step 4: If a grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance, in writing, to the Personnel Director, who shall conduct an investigation and attempt to resolve the grievance. If no resolution of the grievance is achieved, the Personnel Director shall provide the employee with the City's answer to the grievance in writing. This step shall be taken within ten (10) calendar days of the date of the Department Director's answer to Step Three.~~

~~17.6 Step 5: If the grievance is not resolved in the fourth step, the fifth step shall be the presentation of the grievance, in writing, to the City Manager or designee, who shall answer, in writing, within ten (10) calendar days. The fifth step shall be taken within ten (10) calendar days of the date of the answer to Step Four.~~

~~17.7 Step 6: If a grievance is not resolved in the fifth step, the sixth step shall be the referral of the matter to mediation by either party within twenty (20) calendar days of the answer to Step Five. Whenever a grievance is referred to mediation, either the employee or the City may~~

~~request that the California State Mediation and Conciliation Service refer a state mediator. The mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Seven shall not occur until the mediator has released the parties from the mediation process.~~

17.85 ~~Step 74~~: If a grievance is not resolved in the ~~sixth~~ third step of this procedure, the ~~seventh~~ fourth step shall be referral by either the City or the employee to arbitration. The ~~seventh~~ fourth step shall be taken within twenty (20) calendar days of the date of the answer to Step ~~Six~~ Three.

- a) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the City and employee. In the event that City and the employee or their representative are unable to agree on the selection of an Arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the Arbitrator. The City and the employee or their representative each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Arbitrator and their compensation and expenses shall be borne equally by the City and the employee. Notwithstanding the foregoing, the City and the employee may, by mutual consent, agree on a single arbitrator to hear grievances, on the same cost sharing basis. The City and the employee shall pay the compensation and expenses of their respective witnesses. At the employee's or their representative's request, the City shall release employees from duty to participate in arbitration proceedings.
- (b) The Arbitrator shall hold such hearings and shall consider such evidence as to the Arbitrator appears necessary and proper. The decision of the Arbitrator shall be final and binding on City and the employee, provided that such decision does not in any way add to, disregard or modify any of the provisions of City policies, resolutions or ordinances.

17.96 Failure by the employee to meet any of the aforementioned time limits as set forth in Steps 1, 2, 3, 4, 5, 6, and 7 will result in forfeiture. If the City fails to answer a grievance on a timely basis, the grievance may be advanced to the next step. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of City policies, practices, resolutions or ordinances, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

ARTICLE 18: DEFINITIONS

"ACTUAL SERVICE" means paid service on the City payroll in a position in City service.

"ALLOCATION" describes an individual position for which funds have been budgeted to cover salary and related costs.

"ALTERNATIVE WORK SCHEDULES" describes schedules which permit work days of longer than eight hours without the obligation to pay overtime. Employees typically work fewer days each week, with longer hours each day. Common alternative workweek schedules are the "4/10" (four 10-hour days each week), "3/12" (three 12-hour days) and the "9/80" (nine hours each day, five days one week, four days the next week.).

"CALENDAR YEAR" means a year starting on January 1 and terminating at the close of the following December 31.

"CITY" means the City of Redding in the State of California.

"CLASS" or "CLASSIFICATION" defines a grouping of positions on the basis of the nature of the tasks, duties and responsibilities performed so as positions are sufficiently similar that the same descriptive title, the same requirements as to education, experience, knowledge and ability may be demanded of incumbents, and so that the same schedule of compensation may be made to apply with equity.

"COMPENSATION" means the salary, wage, allowances and all other forms of valuable consideration earned by, or paid to, any employee by reason of service in any position, but does not include any allowances authorized and incurred as incidents to employment.

"CONTINUOUS SERVICE" means service uninterrupted from date of appointment except for authorized absence.

"DAY" means calendar day unless specified as a working day.

"DEPARTMENT" includes office, and "office" includes department.

"DEPARTMENT DIRECTOR" means the head of an established office or department having supervision of such department and office.

"EMPLOYEE" means a person legally occupying a position in City service.

"EXEMPT EMPLOYEE" means an employee in a position not covered by the provisions of the Fair Labor Standards Act (FLSA), includes most professional, supervisory, managerial and executive positions.

"FISCAL YEAR" means a City budget year starting on July 1 and terminating at the close of the following June 30.

"FIXED HOLIDAY" means a non-floating holiday.

"FLEXIBLE SCHEDULE" means a workweek schedule of eight hours per day where some employees begin a shift early in the day and others begin their work later in the day.

"FLOATING HOLIDAY" means a holiday in which the employee may elect, with City approval, to take the paid holiday off on that date or defer it to another date.

"MONTH" means a period from a particular calendar date in a month to and including the immediately preceding date of the following month.

"NON-EXEMPT EMPLOYEE" means an employee in a position covered under the provisions of the Fair Labor Standards Act.

"POSITION" means a collection of duties and responsibilities which require the full-time or part-time services and employment of one person or more persons in a job share situation.

"REGULAR BASE RATE OF PAY" means the rate established by Schedules of Classifications and Wage Rates/Salary Ranges or the Executive Management Pay-for-Performance Salary Plan that are approved by City Council Resolution.

"SENIORITY" means total length of continuous service with the City. Continuity of service will not be broken and seniority will accrue when an employee is: called to active duty in the Armed Forces of the United States; on active duty with the National Guard; absent due to industrial injury; on leave of absence; or on excused leave.

"TITLE" means the designation given to, or name applied to, a classification to the legally appointed incumbent of each position allocated to the class.

"YEAR" means a period from a particular calendar month and date of a year to and including the immediately preceding date of the same month in the following year.