

MEMORANDUM OF UNDERSTANDING

between

THE DESIGNATED REPRESENTATIVES OF THE CITY OF REDDING

and

THE DESIGNATED REPRESENTATIVES

of the

REDDING POLICE MANAGERS ASSOCIATION

EXECUTED: January 19, 1999, to be effective July 1, 1998
AMENDED: December 4, 2001, to be effective March 31, 2002
AMENDED: May 2, 2006, to be effective March 25, 2007

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NOTE: Amendments effective March 25, 2007, are shown by underlining the new language and striking out the deleted language.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 19th day of January, 1999, by and between the designated representatives of the CITY OF REDDING (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the City, and the designated representatives of the REDDING POLICE MANAGERS ASSOCIATION (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Association;

WITNESSETH:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, the Association and the general public may benefit therefrom, and to establish fair and equitable salaries, hours and working conditions for certain hereinafter designated employees of the City;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1: PREAMBLE

1.1 The parties acknowledge the provisions of Chapter 10 (Subsection 3500, et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 It is the policy of the City and the Association not to, and neither party will, interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color or national origin.

1.3 The City is engaged in rendering services to the public and the City and the Association recognize their mutual obligation for the continuous rendition and availability of such services.

1.4 City employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the City and its service to the public and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

1.5 The City and the Association shall cooperate in promoting harmony and efficiency among City employees. The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The Association agrees that it will follow the procedures as set forth in this Memorandum of Understanding or the bargaining process required by the Meyers-Milias-Brown Act and will make every effort to persuade its members to also use the established procedures, rather than to use any other method or forum such as appeals directly to the news media or the City Council for resolution of problems or disputes arising out of this Memorandum of Understanding.

ARTICLE 2: RECOGNITION

2.1 The City recognizes the Association as the “Majority Representative” of all employees of the City Police Department who hold a classification listed on Exhibit “A” of this Memorandum of Understanding. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the City of Redding for whom the Redding Police Managers Association is the established majority representative.

ARTICLE 3: CITY RIGHTS

3.1 Notwithstanding anything to the contrary, the Redding Police Managers Association recognizes and accepts the right of City of Redding management to manage the City. It is agreed by the parties to this Memorandum that management rights include, by way of illustration and not by way of limitation, the following: (a) the full and exclusive control of the management of the City; (b) the supervision of all operations, methods, processes and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working forces; (c) the right to determine the work to be done by employees; (d) the right to change or introduce new or improved operations, methods, means or facilities; and (e) the right to hire, classify, schedule, promote, demote, transfer, evaluate, release and lay off employees and the right to suspend, discipline and discharge employees and otherwise to maintain an orderly, effective and efficient operation; provided, however, that all of the foregoing shall be subject to the express and explicit terms and provisions of this Memorandum of Understanding.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Official representatives of the Association will be permitted access to City property to confer with City employees on matters of employer-employee relations, but such representatives shall not interfere with work in progress without agreement of Management.

4.2 The City and the Association will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of the employee’s membership or non-membership in the Association or the employee’s activity on behalf of the Association.

4.3 Any employee, at the employee’s request, shall be permitted representation by an Association representative on any grievance or disciplinary matter. In particular, the parties acknowledge the provisions of California Government Code Section 3300 et. seq. as it exists or may be subsequently amended by the California Legislature.

4.4 Joint Association-Management meetings shall be held as often as agreed upon by the Association and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter, provided the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. Those in attendance shall consist of the Association’s Negotiating Committee and the City’s Police Chief, the City’s Personnel ~~Director~~ ~~Manager~~ and such other management personnel as determined by the ~~Personnel Director~~ ~~Human Resources Manager~~. The meetings shall be summarized in written minutes. Except that the provisions of this section shall be observed, the meetings shall be self-organizing.

ARTICLE 5: CONCERTED ACTIVITIES

5.1 The duties performed by employees of the City as part of their employment pertain to and are essential to the operation of a municipality and the welfare of the public dependent thereon. During the term of this Memorandum of Understanding, employees shall not partially or totally abstain from the performance of their duties for the City during or outside of regular work hours. The Association shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities and in consideration thereof, the City shall not cause any lockout. Those employees who do individually or collectively, partially or totally abstain from the performance of their duties for the City shall be subject to disciplinary action up to and including discharge from employment without recourse.

ARTICLE 6: ASSOCIATION SECURITY

6.1 The City shall deduct from their salaries, the regular membership dues of the employees who are members of the Association and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

6.2 Deductions shall be made from the second payroll period of each month and a check for the deduction shall be submitted to the Redding Police Managers Association within five (5) working days of the date the deductions are withheld from the employee's check. Deductions may include individual insurance and benefit programs.

6.3 The form of check-off authorization shall be approved by both the City and the Association.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 Any grievance which may arise between a Regular employee and the City with respect to the interpretation or application of any of the terms and conditions of employment, including discharge, demotion or discipline of an individual employee, shall be determined by the provisions of this procedure, except that such matters which are included in the definition of impasse as set forth in Resolution No. 4217 are not grievable. Establishment of employee pay schedules are 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 a 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.

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. This step may be taken during the working hours of the employee.

- Step 2: If a grievance is not resolved in the initial step, the second step shall be the presentation of the grievance, in writing, to the Chief of Police, who will answer, in writing, within ten (10) calendar days. This step shall be taken within ten (10) calendar days of the date of the immediate supervisor's answer to Step One.
- Step 3: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, to the City's designated labor relations representative, who shall conduct an investigation and attempt to resolve the grievance. If no resolution of the grievance is achieved, the City's designated labor relations representative shall provide the employee with the City's answer to the grievance in writing. This step shall be taken within ten (10) calendar days of the date of the Chief of Police's answer to Step Two.
- Step 4: If the grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance, in writing, to the City Manager or designee, who shall answer, in writing, within ten (10) calendar days. The fourth step shall be taken within ten (10) calendar days of the date of the answer to Step Three.
- Step 5: If a grievance is not resolved in the fourth step, the fifth step shall be the referral of the matter to mediation by either party within twenty (20) calendar days of the answer to Step Four. Whenever a grievance is referred to mediation, either the employee or the City may request that the California State Mediation and Conciliation Service refer a state mediator. The mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Six shall not occur until the mediator has released the parties from the mediation process.
- Step 6: If a grievance is not resolved in the fifth step of this procedure, the sixth step shall be referral by either the City or the employee to arbitration. The sixth step shall be taken within twenty (20) calendar days of the date of the answer to Step Five.
- (a) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the City and employee. In the event that City and the employee or their representative are unable to agree on the selection of an Arbitrator, 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.

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

7.3 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the Association, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding, and further provided that the Association shall be given an opportunity to be present at such adjustment.

ARTICLE 8: SAFETY

8.1 The City desires to maintain a safe place of employment for City employees and to that end City management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

ARTICLE 9: INDUSTRIAL DISABILITY

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

9.2 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 not already repaid from the other sources shall be repaid to the City by the employee.

9.3 Vacation and sick leave shall accrue while an employee is absent from work and receiving the supplemental benefits as set forth in Section 4850 of the Labor Code of the State of California. Regular employees while receiving Workers' Compensation temporary disability benefits, may, at their option, maintain their group health and welfare insurance coverage for up to a maximum of a cumulative total of five (5) years, which includes one (1) year of 4850 paid time, providing the employee pays his or her share of the monthly premium to the City of Redding City Treasurer on or before the first day of the month for which the premium is intended. Holidays which occur during the period for which an employee is receiving temporary disability compensation shall not be recognized for compensation purposes.

ARTICLE 10: EMPLOYEE STATUS

10.1 Employees will be designated as Regular or Temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

10.2 A Regular employee 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, health and welfare insurance coverage ~~and items of a similar nature~~ as the employee becomes eligible.

10.3 A Temporary employee 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 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 items of a similar nature, nor shall the employee be eligible for health and welfare 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.

10.4 Probationary Periods: Regular 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 paid or unpaid absence of two (2) or more consecutive pay periods. ~~ten (10) or more consecutive days.~~ Probationary employees shall be evaluated after six (6) months of service and as often as determined by the employee's Supervisor. 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. Temporary employees do not serve a probationary period, as the appointment is temporary by definition and can be terminated at any time.

10.5 Re-employment: With the recommendation of the Chief of Police and approval of the Personnel Director, Manager, a past employee who both passed the probationary period and resigned in good standing may be re-employed within two (2) 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 11: COMPENSATION AND CLASSIFICATIONS

11.1 Consistent with principles of public accountability, employees shall be paid the salary established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest salary rate for that classification. An employee may, however, be paid a salary rate above the lowest salary rate if circumstances justify it. When an employee is appointed to a higher paid classification which has a salary range overlapping the salary range of the employee's previous classification, the employee shall be paid at the salary rate of the classification to which the employee is being appointed, which is at least five percent (5%) more than the employee's present salary rate, but not more than the top salary rate of the classification to which the employee is appointed.

11.2 The effective date of any salary rate shall be the first day of the pay period closest to the anniversary of an employee's employment date, following qualification for the new rate. Upon promotion, Pay-for-Performance evaluations shall be reviewed after every twenty-six (26) full pay periods of employment in the employee's new classification pursuant to the City's Pay-for-Performance Policy. A full pay period as used herein is defined as one in which the employee works or is paid for at least half of the regularly scheduled work hours.

11.3 Salaries shall be paid at bi-weekly intervals on Thursdays at the end of the employee's work period after 12:00 noon 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 March 25, 2007, must make arrangements to have their pay deposited to a bank account via electronic transfer.

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

11.5 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 salary rate increased by five percent (5%), but not to exceed the range of the higher class. Approval is required by the Chief of Police.

11.6 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 salary shall be increased by at least five percent (5%), but not to exceed the top of the range. Chief of Police and Personnel ~~Director~~ ~~Manager~~ approvals are required.

11.7 Shift differential shall be paid as follows:

SHIFT	PAY PERCENTAGE
Graveyard	5%
Swings	3.5%

—— Graveyard —— 5.0 percent
—— Swings —— 3.5 percent

11.8 POST and educational incentives shall be added to base pay as follows:

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.

*Effective March 25, 2007, 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%) educational incentive or the seven and one-half percent (7 ½%). The initial eligibility for the annual \$100.00 will be paid on the next scheduled payment date. The annual payment will be on a separate check and paid during the second pay period in July.

~~2.5% plus \$100.00* AA or AS degree, or sixty (60) semester units, or a POST Intermediate Certificate; or~~

~~5.0% plus \$100.00* BA or BS degree, or one hundred twenty (120) semester units or a POST Advance Certificate; or~~

~~Effective June 27, 1999, 7.5% plus \$100.00* Master's degree.~~

~~* The annual payment will be paid in the week following the second payday in July.~~

11.9 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 the salary 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.

11.10 The parties agree to meet and discuss compensation during the term of this agreement (~~April 1, 2002, to March 31, 2007~~) should the top of the salary range differential between Police Corporal and Police Sergeant (~~currently twenty one point four percent (21.4%)~~) increase or decrease by more than 3.5 % at the expiration of either this agreement or the expiration of any MOU between the City and the Redding Peace Officers Association during the term of this agreement.

11.11 Effective December 19, 2003, bilingual pay of two and one half percent (2 ½%) shall be added to the base pay of qualified employees who have been designated by the Chief of Police, or designee, to utilize bilingual skills.

11.12 Temporary upgrade pay in the amount of five percent (5%) over base pay shall be paid to those Sergeants and Lieutenants assigned by the Chief of Police, via a Personnel Order, for the time spent actually performing designated specialty assignment functions. Examples of these assignments include the following: crowd control, defensive tactics, bomb disposal, field evidence, field training officer, hostage negotiator, honor guard, range master, SWAT, armorer, certified department instructor, i.e., first aid, force options, TASER, etc. Assignments not

mentioned above shall require the advance approval of the Personnel Director.

ARTICLE 12: HOURS AND OVERTIME

12.1 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.

12.2 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. Police Sergeants assigned to Field Operations are assigned four (4) consecutive workdays of ten (10) hours each. Police Sergeants assigned to Field Operations shall select watch and days off by seniority, which, for this purpose, shall be defined as time in grade with the Police Department. The basic workweek may begin on any day of the week or at any hour of the day during the workweek. Shift employees may be assigned any hour and/or days of work. The basic workweek indicated above may be modified by mutual agreement of the City and the affected employee(s) in those situations where such a modification serves the interest of both the City and its employees.

12.3 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 hours. Chief of Police approval is required.

12.4 Exempt employees shall not receive any compensation for overtime work, except for employees who are eligible to receive one and one-half (1½) times their regular pay when assigned to perform ~~mutual-aid~~ service on a non-work day or beyond normal work hours. The foregoing provision shall only apply when such service is eligible for reimbursement reimbursable through the State of California or the Federal government, regardless of the actual amount reimbursed to the City, if any. ~~Office of Emergency Services. This provision shall not apply to hours worked on programs that are pre-approved for funding through a State or Federal grant.~~

ARTICLE 13: ADMINISTRATIVE LEAVE

13.1 In recognition of the inapplicability of additional compensation, specifically overtime and compensatory time off, exempt employees may be eligible for up to forty (40) hours paid administrative leave per calendar year with Chief of Police approval and up to eighty (80) hours paid administrative leave per calendar year with City Manager approval. Administrative leave is granted on the payroll period closest to January 1 and must be used by the end of the last pay period in December of each year or time is forfeited without compensation. Employees are to schedule administrative leave in the same manner as vacation with the approval of the Chief of Police. 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 14: SENIORITY

14.1 Seniority is defined as total length of continuous service with the City. In determining an employee's seniority, the continuity of this service will be deemed to be broken by termination of employment by reason of (1) resignation, (2) discharge for cause, (3) layoff, (4) failure to return immediately on the expiration of a leave of absence or acceptance of other full time employment while on leave, and (5) unexcused absence without pay, without a leave of absence. Continuity of service will not be broken and seniority will accrue when an employee is (a) inducted, enlists or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine or under any Act of Congress which provides that the employee is entitled to reemployment rights, (b) on duty with the National Guard, (c) absent due to industrial injury, or (d) on leave of absence. Seniority, as defined in this section, does not apply to preference for shift scheduling or vacation scheduling.

ARTICLE 15: PROMOTION AND TRANSFER

15.1 All promotions and transfers shall be in accordance with standards and procedures as determined by the City.

15.2 Promotional appointments will be probationary for one (1) full year. If the probationary period is not successfully completed, the employee shall be returned to the classification from which they were promoted; provided, however, that such return rights do not apply to an employee who was discharged for cause while serving a probationary period.

ARTICLE 16: DEMOTION AND LAYOFF

16.1 When it becomes necessary for the City to lay off Regular employees, the City will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' notice of layoff. Where Temporary employees are to be laid off, no notice of layoff need be given. Within each classification, all employees, other than Regular employees, shall be laid off prior to Regular employees being laid off. Employees serving an initial probationary period will be laid off prior to employees who have completed such period. Regular employees shall be laid off in the reverse order of seniority in the classification with the least senior employee being laid off first. Whenever two or more Regular employees in the same class have the same amount of class seniority, ties will be broken by giving greater preference to the employee with greater department seniority. If the tie is still unresolved, the tie shall be broken by giving greater preference to the employee with greater City seniority. If the tie is still unresolved, the tie shall be broken by lot.

16.2 An employee who has been laid off may elect to displace an employee in a lower paid class in the bargaining unit provided the employee has greater combined seniority than the employee to be displaced, calculated by adding seniority in the laid-off class to seniority in the lower-paid class. Whenever an employee demotes to a lower-paid class, the employee shall be placed within the salary range for the new class and closest to the employee's previous salary rate.

16.3 Laid-off employees shall be kept on a reemployment list for a period of two (2) years from the date of layoff, and shall have preferential rehire rights to the class from which the employee was laid off in the reverse order of layoff. Whenever it becomes necessary for the City to notify a laid-off-employee of a reemployment opportunity, the City shall do so by use of registered mail to the employee's last known address as supplied by the employee. Reemployment shall be based

upon the laid-off employee's ability to meet current employment standards. If an employee does not accept reemployment, the employee's name shall be removed from the reemployment list and the employee shall no longer have reemployment rights. If a laid-off employee is subsequently re-hired off a reemployment list into a classification covered under the terms of this Memorandum of Understanding, the employee's unpaid sick leave balance, original hire date, and vacation accrual rate will be reinstated.

16.4 Sworn departmental management classifications may demote into the Peace Officers Association of Redding bargaining unit.

16.5 In the event of potential layoffs, discussions will occur outside of the meet and confer process as to early retirement options that may be available.

ARTICLE 17: LEAVES

17.1 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 or Temporary status are not eligible for leave of absence.

17.1(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.

17.1(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.

17.1(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.

17.1(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.

17.1(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 health and welfare insurance coverage at the employee's expense providing the full monthly premium is received by the City Treasurer before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the leave of absence is as a result of exhaustion of sick leave benefits an employee's group health and welfare insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays the employee's share of the premium on a timely basis.

17.2 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.

17.3 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.

17.4 Vacation Donation Program:

(A) This program has been established to allow employees to donate accrued vacation hours to an eligible employee 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:

- Be a Regular employee already having completed an initial probationary period;
- 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~~ Division 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;
- Have exhausted all accrued leaves, resulting in the employee being in an unpaid status if on approved leave;
- The employee is not eligible for long-term disability insurance benefits;
- Have the concurrence of the Chief of Police and Personnel ~~Director~~ Manager.

(B) Once an employee is determined eligible, a posting will be distributed and use of the donated hours will start as soon as possible. ~~Under no circumstances will total eligibility extend beyond thirteen (13) pay periods.~~

(C) When utilizing the donation program, recipients shall receive their regular rate of pay, as if being on paid leave status. The benefit shall be payable on regularly scheduled paydays. A minimum of twenty (20) hours per week must be utilized when there are available balances. ~~Employees using donated vacation time will not accrue holiday, vacation or sick leave benefits.~~ 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 18: EXPENSES

18.1 Reimbursement for expenses incurred while conducting City business, i.e., traveling to authorized meetings, seminars, training sessions, luncheons and other events approved by the Chief of Police shall be in accordance with the provisions established in the City Council resolution for Unrepresented employees.

18.2 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 (\$300.00) damaged in the course of employment. Personal property will be limited to items reasonably necessary for the employee to have while on duty to perform their job function. This provision does not apply to items lost or damaged as a result of negligence of the employee.

ARTICLE 19: SICK LEAVE

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

19.2 Sick leave shall be allowed for a non-work related absence due to:

A	The inability of an employee to be present or perform his or her duties because of personal physical or mental illness, off duty injury or confinement for medical treatment
B	<u>The ability to attend</u> personal medical or dental appointments, which are impractical to schedule outside of regular working hours.
C	The need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family as defined in 20.1, for up to forty (40) eight (48) hours per incident.
D	<u>For family sick leave up to forty-eight (48) hours per calendar year for members of the immediate family as defined in 20.1.</u>

~~Sick leave shall be allowed for a non-work related absence due to: (a) the inability of an employee to be present or perform the employee's duties because of personal illness, off duty injury, or confinement for medical treatment; (b) 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 eight (40 48) hours per incident; (d) family sick leave up to forty eight (48) hours per calendar year for members of the immediate family. Sick leave to include mental or physical illness. *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.~~

No person will be paid both sick leave and industrial injury leave pursuant to Labor Code Section 4850 on the same day; however, in cases of claimed industrial injuries where the City or its insurer is denying liability, accumulated sick leave may be used.

19.3 Management may require satisfactory evidence of sickness or disability, if an attendance problem has been identified as defined in the City's Discipline Policy, before payment for sick leave will be made. The City may also require an employee requesting to return to work

after sick leave or leave of absence for medical 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.

19.4 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.

19.5 In the event an employee exhausts all paid leave as a result of an illness or injury, and subject to the approval of the Chief of Police and Personnel ~~Director~~ Manager, such employee may be advanced sick leave from the employee's future accruals up to 80 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 would 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%).

19.6 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 $\frac{1}{3}$ %) of the employee's accumulated sick leave hours. For employees with fifteen (15) years but less than twenty (20) years of service, the percentage set forth above shall be increased to forty-five percent (45%). For employees with twenty (20) years or more service, the percentage set forth above shall be increased to sixty percent (60%).

19.7 Upon retirement, an employee enrolled in California Public Employee's Retirement System (CalPERS) may, elect to receive credit for all or part of any unused/uncompensated sick leave toward the employee's retirement benefit through CalPERS, pursuant to the contract between the City of Redding and CalPERS.

ARTICLE 20: FUNERAL (BEREAVEMENT) LEAVE

20.1 Regular employees who are absent from work due to the death of a member of the employee's immediate family shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty (40) working hours. *Immediate family* as used herein includes only employee's spouse; children, grandchildren, brothers, sisters, parents, or grandparents of either 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.

20.2 Regular employees who are absent from work to attend the funeral of a person other than an immediate family member, who has some reasonable association to the employee (i.e., friend or acquaintance), shall 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. A maximum of twenty-four (24) hours may be utilized for this type of leave in a calendar year.

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

ARTICLE 21: HOLIDAYS

21.1 Regular employees, except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

	HOLIDAY	Fixed or Floating
A	January 1 st	Fixed
B	The third Monday in January, known as Martin Luther King, Jr. Day	Fixed
C	Lincoln Day	Floating
D	The third Monday in February, known as President’s Day	Fixed
E	The last Monday in May, known as Memorial Day	Fixed
F	July 4 th	Fixed
G	First Monday in September, known as Labor Day	Fixed
H	Employee’s Birthday	Floating
I	The second Monday in October, known as Columbus Day, <u>except when the employee regularly works a 4/10 schedule</u>	Floating
J	November 11th, known as Veteran’s Day	Floating
K	Thanksgiving	Fixed
L	Friday after Thanksgiving	Fixed
M	<u>The last half of the normal work shift four (4) work hours before Christmas, except when the employee regularly works a 4/10 schedule</u>	Fixed
N	December 25 th	Fixed

- (a) ~~January 1st~~
 - (b) ~~The third Monday in January, known as Martin Luther King, Jr. Day~~
 - (c) ~~Lincoln Day*~~
 - (d) ~~The third Monday in February, known as President’s Day~~
 - (e) ~~The last Monday in May, known as Memorial Day~~
 - (f) ~~July 4th~~
 - (g) ~~First Monday in September, known as Labor Day~~
 - (h) ~~Employee’s Birthday*~~
 - (i) ~~The second Monday in October, known as Columbus Day* **~~
 - (j) ~~November 11th, known as Veteran’s Day*~~
 - (k) ~~Thanksgiving~~
 - (l) ~~Friday after Thanksgiving~~
 - (m) ~~The last four (4) work hours before Christmas **~~
 - (n) ~~December 25th~~
- * ~~Observed as floating holidays~~
- ** ~~Employees assigned to work ten (10) hour shifts shall not observe Columbus Day and the last four (4) work hours before Christmas.~~

21.2 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 4/10's or 9/80's or 4/5/9's will be entitled to holiday pay for eight (8), nine (9), or ten (10) hours as applicable to regular weekly work schedule.

21.3 ~~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 supervisors 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.

21.4 For those employees who are specifically scheduled and required by the Chief of Police to work on a fixed holiday, that holiday may be deferred at the rate of one and one-half (1½) hours off for each hour worked. Deferred time shall be scheduled in the same manner as vacation days are normally scheduled.

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

ARTICLE 22: VACATIONS

22.1(a) 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, for each regular hour worked, or on paid leave, as follows:

	ACCURAL RATE PER HOUR	FROM	THROUGH PAY PERIOD	APPROXIMATE ACCURAL 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

~~22.1(b) — At the rate of thirty nine thousandths (.039) of an hour for each regular hour worked, or on paid leave, from the date of employment through the one hundred fourth (104th) full pay period of employment. (Accrual rate approximately two (2) weeks per year up to four (4) years of service.)~~

~~22.1(c) — At the rate of fifty eight thousandths (.058) of an hour for each regular hour worked, or on paid leave, from the one hundred fourth (104th) full pay period through the two hundred thirty fourth (234th) full pay period of employment. (Accrual rate approximately three (3) weeks per year after four (4) years of service.)~~

~~22.1(d) — At the rate of sixty eight thousandths (.068) of an hour for each regular hour worked, or on paid leave, from the two hundred thirty fourth (234th) full pay period through the three hundred sixty fourth (364th) full pay period of employment. (Accrual rate approximately three and one half (3½) weeks per year after nine (9) years of service.)~~

~~22.1(e) — At the rate of seventy seven thousandths (.077) of an hour for each regular hour worked, or on paid leave, from the three hundred sixty fourth (364th) full pay period of employment through the four hundred ninety fourth (494th) full pay period of employment. (Accrual rate approximately four (4) weeks per year after fourteen (14) years of service.)~~

~~22.1(f) — At the rate of eighty seven thousandths (.087) of an hour for each regular hour worked, or on paid leave, from the four hundred ninety fourth (494th) full pay period through the six hundred twenty fourth (624th) full pay period of employment. (Accrual rate approximately four and one half (4½) weeks per year after nineteen (19) years of service.)~~

~~22.1(g) — At the rate of ninety six thousandths (.096) of an hour for each regular hour worked, or on paid leave, from and after the six hundred twenty fourth (624th) full pay period of employment. (Accrual rate approximately five (5) weeks per year after twenty four (24) years of service.)~~

22.1(b~~h~~) 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.

22.1(c~~i~~) 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.

22.1(dj) 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~~ Manager 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.

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

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

22.4 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 the employee's 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. Seniority, for the purpose of this Article, shall be defined as time in grade with the Police Department.

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

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

22.7 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.

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

MINIMUM ACCRUAL	MAXIMUM HOURS PAYABLE
120	40
240	80
<u>360</u>	<u>120</u>

~~Whenever an employee has accrued one hundred twenty (120) hours or more vacation allowance, the City will, at the employee's option, compensate the employee for up to forty (40) hours of accumulated vacation during any fiscal year. Whenever an employee has accrued two hundred forty (240) hours or more of vacation allowance, the City will, at the employee's option, compensate the employee for up to eighty (80) hours of accumulated vacation during any fiscal year.~~

22.9 Employees may contribute their vacation hours to an employee approved for the vacation donation program. Vacation credits are donated and granted on the basis of the dollar value of the vacation credits. See Section regarding Leaves.

ARTICLE 23: UNIFORMS

23.1 Effective March 25, 2007, the annual uniform allowance shall be \$900 ~~800.00~~ and will be paid in equally divided installments on a bi-weekly basis with the City's regular payroll processing. Effective March 25, 2006, new Police Officers will be given the opportunity to receive the full amount indicated above, spend the full allowance with a City vendor, or spend a partial amount with a vendor and receive the remaining amount with payroll. All of the above transactions must be completed prior to the end of the current fiscal year. In July following the new employee's hire date, regardless of time with the Police Department, the employee will begin receiving bi-weekly installments with the regular payroll.

~~The uniform allowance shall be paid the week following the second payday in July of each year and is for the purpose of maintenance and replacement of uniforms for the ensuing fiscal year. The uniform allowance will be \$800.00. The allowance is not a reimbursement for the prior year. The first clothing allowance shall be a prorated amount for that period of time from the employee's date of employment to the following July 1. Employees separating employment shall have the uniform allowance advanced for that fiscal year deducted from their final paycheck, except for the prorated amount for that period of time from July 1 to the date of separation.~~

23.2 The City retains the right to change uniform standards that would come under the uniform allowance, as long as such change does not result in increased out-of-pocket costs to the employee.

23.3 All employees are required to possess a Class A dress jacket to wear at ceremonial functions or at other times deemed appropriate by the Chief of Police.

ARTICLE 24: CONTINUING EDUCATION

24.1 Eligible City of Redding employees who complete authorized courses taken for credit with a passing grade may, upon application, be reimbursed for the tuition and cost of required textbooks.

24.2 Employees must obtain prior approval from the Chief of Police and the Personnel ~~Director, Manager~~. Reimbursement shall be limited to two hundred dollars (\$200.00) per course (semester/quarter).

ARTICLE 25: MISCELLANEOUS

25.1 A Regular employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid for the time lost at the employee's regular rate of pay.

25.2 Any employee, at the employee's request, shall be permitted to review the employee's own personnel file. The file may not, however, be removed from the Personnel ~~Department. Office.~~

25.3 Government Code Section 3300, known as the Public Safety Officers Procedural Bill of Rights, Subsection 3306, states: "A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in the employee's personnel file. Such written response shall be attached to, and shall accompany, the adverse comment."

25.4 Employee home addresses and telephone numbers will not be released to anyone other than authorized City personnel without the permission of the employee.

25.5 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 appropriate leave balances.

25.6 Employees shall be subject to the provisions of the Substance Abuse Policy established for the members of the Peace Officers Association of Redding, as well as any other City policies regarding drugs and alcohol.

25.7 To promote a reasonable response time to emergency situations in the City of Redding, all employees who hold a classification listed on "Exhibit A" of this Memorandum of Understanding shall establish and maintain within four (4) calendar months of the completion of their probationary period, a primary residence within forty (40) City/County roadway miles and no more than sixty (60) minutes driving time to the Police Department headquarters or their normal worksite.

ARTICLE 26: GROUP HEALTH AND WELFARE BENEFIT PROGRAM INSURANCE

26.1 Regular employees are eligible to participate in a group health and welfare insurance benefit program effective the first day of employment. The City shall pay the ~~full~~ cost of the program for both employees and dependents as indicated below: Coverage highlights include:

(A1) Life Insurance: Twice annual salary for employee, \$3,000 for employee's dependents. More specific information is provided in the carrier's booklet. The City will pay the full cost of the premiums.

(B2) Health Benefits: Effective March 25, 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. A Section 125 Plan has been established 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 (12 ½%) per year (or the actual percent increase in actual 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:

2 0 0 6 / 0 7 COMPOSITE RATE =\$1,056	2007/08 \$1,188	2008/09 \$1,366	2009/10 \$1,503	2010/11 \$1,706	2011/12 \$1,902
If the composite premium rate change is:	12 ½%	15%	10%	13 ½%	11 ½%
10% = \$106 The change to the employee's 10% will be:	12 ½% \$119	12 ½% \$134	12 ½% \$151	12 ½% \$170	12 ½% \$191
The impact is:	No Impact	+2 ½% The City pays the additional 2½% cost until made up.	-2 ½% The employee begins paying the 2½% to make up from the year before.	+1% The City pays the additional 1% cost until made up by the employee the following year.	Zero Nothing would be due to the City.

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. The Association and the City agree that costs not made up prior to the end of this Agreement shall be made up in the successive Agreement.

The City and the Union recognize that it is the on-going plan of the City that all bargaining units will have the same group insurance benefits.

Effective March 25, 2007, benefit highlights include: \$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; \$100 deductible per person per year; 80% payable for first \$5,000 of eligible charges, except for hospital charges which are 100% payable; 100% thereafter up to two one million dollars lifetime limit; professional fees based upon U.C.R.; normal typical exclusions and limitations. ~~The City will pay the cost of the first twelve (12) out-patient visits per calendar year for treatment related to alcohol or substance abuse and mental health disorders at 100%, with no deductible, and an additional twenty four (24) visits per calendar year payable at eighty percent (80%) subject to the annual deductible. More specific information regarding the health, prescription and dental benefits are provided in the City of Redding Employee Group Health and Dental Plan Booklet.~~

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

Retail(34 days' supply)	<i>CURRENT</i> Co-Payment	Effective 7/1/2006 Co-Payment	Effective 7/1/2007 Co-Payment
Generic	\$5.00	<u>\$7.50</u>	<u>\$7.50</u>
Brand	\$15.00	<u>\$20.00</u>	<u>\$30.00</u>
No Generic Available	\$8.50	<u>\$10.00</u>	<u>\$15.00</u>
Mail(90 days' supply)			
Generic	\$7.50	<u>\$10.00</u>	<u>\$11.25</u>
Brand	\$22.50	<u>\$35.00</u>	<u>\$45.00</u>
No Generic Available	\$12.75	<u>\$15.00</u>	<u>\$22.50</u>

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

(3) ~~Prescription Drug Card: No deductible; a \$5.00 employee co-payment for generic prescriptions; an \$8.50 employee co-payment for brand name prescriptions; Effective April 1, 2002, the employee co-payment will increase to \$15.00 for brand name prescriptions if there is a generic equivalent available. There is also a provision for mail prescriptions. Effective April 1, 2002, coverage will include tobacco use cessation when enrolled in a tobacco use cessation program or behavior modification program once per lifetime limit, and birth control.~~

(D4) Dental Benefits: No deductible and 100% of UCR 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.

(E5) Long Term Disability: The City has agreed to pay an equivalent monthly premium amount to the Association to purchase their own long-term disability policy. The monthly amount shall be equal to the premium the City would pay if Association members participated in the City's long-term disability program for all other eligible employees. After three (3) months, 60% of employee's salary to a maximum of \$5,000 per month integrated with all other income benefits payable to age 65. Subject to the approval of the City's current carrier for this benefit, the Association may elect to be covered by the City's plan. The City will pay for sworn Police management employees the same amount toward long-term disability benefits as is paid for miscellaneous employees.

(F6) Vision Benefits Care: ~~This plan shall be equivalent to Plan A available from the California Vision Service Plan. This plan has a \$25 deductible, provides for 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.~~

26.2(b) The City will pay fifty percent (50%) of the group health and welfare medical insurance program premium for each retiree including dependents, if any, presently enrolled and for each retiree in the future who goes directly from active status to retirement and continues the group

medical insurance without a break in coverage. Payments by the City will be discontinued upon the death of the retiree or upon termination of group medical insurance coverage. The City will not contribute payments on behalf of any retiree except as set forth herein. Following the death of a retiree, a surviving spouse may continue the insurance. The addition of dependents acquired after retirement shall be subject to the "Special Enrollee" provisions of the Health Insurance portability and Accountability Act as outlined in the Employee Group Health and Dental Plan Booklet.

Effective July 1, 1998, prospective retiree may continue dental and vision insurance coverage as a package under the fifty percent (50%) premium cost sharing basis provided the retiree also maintains the medical insurance. ~~Beginning April 1, 2002, the City will allow a retiring employee to elect to use all or part of accrued benefit payouts to pre-pay group medical insurance premiums. If the employee elects to have medical insurance pre-paid, an interest-bearing account (at City pooled cash rate) will be set up for this purpose. The account will be used to pay monthly insurance premiums until the funds are exhausted or the retiree elects to withdraw the funds. The optional withdrawal is a one-time option and no partial withdrawals will be allowed.~~

26.32(e) The City and the Association agree to meet and discuss during the term of this Agreement (~~April 1, 2002, to March 31, 2007~~) the recommendations of the Health Insurance Task Force.

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

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

ARTICLE 27: RETIREMENT PROGRAM

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

27.2 City provides the three two percent (~~32%~~) at age fifty (50) benefit formula; one (1) year's compensation in formula; fourth level 1959 Survivors Benefits; Survivor Continuance allowance; credit for unused sick leave; fifty percent (50%) ordinary disability benefit; City pays the employee's contribution of nine percent (9%); military service credit buy back option; and the value of the employer paid member contributions (EPMC) shall be reported to PERS as compensation. ~~effective June 27, 1999, except for Police Sergeants which became effective on May 1, 2001.~~

~~The parties agree that the City will begin providing the CalPERS 3% @ 50 retirement plan on or before December 1, 2002, or as soon thereafter as practicable. If the City does not implement the 3% @ 50 plan by December 1, 2002, the City will provide a compensation increase of eight percent (8%), paid as deferred compensation. Said compensation will be considered base salary and will be paid into one of the eligible IRS 457 deferred compensation plans offered to all City employees. The salary increase will be considered temporary and will be eliminated at such time as the City provides the 3% @ 50 retirement plan.~~

~~_____ The City will obtain, as soon as practicable, an actuarial valuation of the cost of increasing the maximum CalPERS retirement COLA from 2% to 3%. If the Association elects to forego a wage increase equal to the cost, the City will implement the retirement enhancement.~~

~~27.3 A retiring employee may choose to have any accrued benefit payout due, all or part, paid in the next calendar year following the date of retirement. Upon retirement and with City approval, employees may choose to have any accrued benefit payout due, all or in part, paid in up to three equal installments in a period not to exceed three (3) calendar years.~~

~~27.4 The City and the Association agree to meet and discuss during the term of this agreement (April 1, 2002, to March 31, 2007) the impacts of any Federal Government mandate for the City to participate in the Social Security program.~~

ARTICLE 28: TERM

28.1 This Memorandum of Understanding, having taken effect as of July 1, 1998, shall continue in full force and effect until the 31st day of March, 2012,2007, and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter, except, however, this Memorandum of Understanding shall only become effective with approval of the City Council of the City of Redding.

28.2 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

28.3 Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of the Memorandum of Understanding, however, shall remain in full force and effect.

ARTICLE 29: SAVINGS PROVISION

29.1 If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Whenever any provision of this Memorandum of Understanding is affected as set forth above, either Party may, by giving written notice to the other within thirty (30) days of the courts action, open negotiations on the subject of the affected provisions.

ARTICLE 30: EFFECT OF AGREEMENT

30.1 It is understood and agreed that the specific provisions contained in this Memorandum of Understanding shall prevail over City practices and procedures to the extent of a conflict, and that in the absence of specific provisions in this Memorandum of Understanding, such practices and procedures are discretionary.

ARTICLE 31: EMERGENCY PROVISION

31.1 The City retains the right to amend, modify or rescind policies, regulations, and practices referred to in this Memorandum of Understanding in cases of emergency. For the purpose of this Article, an “emergency” is defined as an act of God, war, natural or manmade disaster, which interferes with the normal operations of the City.

ARTICLE 32: ENTIRE AGREEMENT

32.1 Except as specifically provided in Article 28 (Term), during the term of this Memorandum of Understanding the parties expressly waive and relinquish the right to meet and confer on salaries, hours of employment, and terms and conditions of employment, and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the City or the Association at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn. Both parties acknowledge that such waiver and relinquishment as set forth above carries with it the commensurate prohibition for either party to effect a unilateral change in an employment condition falling within the scope of negotiations under Government Code Section 3500 et. seq.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day and year first above written.

s/Michael Warren
Michael Warren
City Manager

s/Leonard Moty
Leonard Moty, President
Redding Police Managers Association

s/Randy Bachman
Randy Bachman
Administrative Services Director

s/Sidney Riley
Sidney Riley
Negotiator

s/Kurt Starman
Kurt Starman
Deputy City Manager

s/Craig Wooden
Craig Wooden
Negotiator

s/ David E. Tranberg
David E. Tranberg
Assistant City Attorney

s/ Brenda Sciarra
Brenda Sciarra
Senior Personnel Analyst

IN WITNESS WHEREOF, the parties have executed these Amendments to the Memorandum of Understanding on the ~~4th day of December, 2001,~~ 19th day of May, 2006, to be effective ~~March 31, 2002-~~March 25, 2007.

s/Kurt Starman
Kurt Starman
Deputy City Manager

s/Peter Hansen
President
Redding Police Managers Association

s/Linda Johnson
Linda Johnson
Personnel Director

s/Ben Reed
Ben Reed
Negotiator

s/ Brenda Sciarra
Brenda Sciarra
Senior Personnel Analyst

EXHIBIT "A"

**REDDING POLICE MANAGERS ASSOCIATION
SCHEDULE OF SALARY RANGES**

J/C	Classification	Effective Date	Salary Range	
203	Police Sergeant	March 25, 2007	\$6,296	– \$7,491
		April 6, 2008	\$6,611	– \$7,865
		April 5, 2009	\$6,908	– \$8,219
		April 4, 2010	\$7,184	– \$8,548
		April 3, 2011	\$7,436	– \$8,847
128	Police Lieutenant	March 25, 2007	\$7,179	– \$8,546
		April 6, 2008	\$7,538	– \$8,973
		April 5, 2009	\$7,877	– \$9,377
		April 4, 2010	\$8,192	– \$9,752
		April 3, 2011	\$8,479	– \$10,093
114	Police Captain	March 25, 2007	\$8,001	– \$9,525
		April 6, 2008	\$8,401	– \$10,001
		April 5, 2009	\$8,779	– \$10,451
		April 4, 2010	\$9,130	– \$10,869
		April 3, 2011	\$9,450	– \$11,249

Police Sergeant positions are subject to temporary assignments which may be terminated at any time.

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

EXHIBIT "B"

JOB DEFINITIONS

Police Sergeant

Supervise activities of assigned shift; plan work; coordinate field activity; train, evaluate, coach and counsel assigned staff; review and approve police reports; supervise field operations; manage assigned sub-units; conduct roll call briefings; perform and/or assist with personnel related investigations; perform specialty position assignments; provide support and perform various aspects of police work; identify problem oriented policing projects; develop goals and objectives and watch priorities; investigate and resolve citizen complaints; monitor personnel equipment usage; interact cooperatively and effectively with the public, employees and outside agencies; give public presentations; advise supervisor of activities of assigned shift; and perform other related duties as assigned.

Police Lieutenant

Manage activities of assigned shift, function or activity; supervise, coordinate, train and evaluate assigned staff; enforce City and departmental policies and procedures; provide leadership and motivation as well as technical guidance; prepare, conduct or monitor a variety of reports, studies, investigations, surveys, grants, etc.; advise supervisor of the activities of assigned shift, function or activity; serve as liaison or representative to other City departments or outside agencies; assist in the preparation and monitoring of the budget; give public presentations; and perform other related duties as assigned.

Police Captain

Plan, direct and administer the activities of an assigned division of the Police Department; advise Chief of Police on the activities of the division; oversee all aspects of operations of the division; provide leadership and motivation as well as technical guidance; serve as liaison or representative to other City departments or outside agencies; develop long-range goals; assist in the preparation of the department budget; develop and monitor the budget of assigned division; prepare and/or oversee the preparation of complex and comprehensive reports, studies, investigations, surveys, grants, etc.; give public presentations; hire, direct, coordinate, supervise, train and evaluate assigned staff; enforce City and departmental policies and procedures; and perform other related duties as assigned.

EXHIBIT "C"

REDDING POLICE DEPARTMENT

SUBSTANCE ABUSE POLICY

SUBSTANCE ABUSE POLICY

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I. POLICY

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

A. POLICY PHILOSOPHY

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

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

B. POLICY PURPOSES

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

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

C. APPLICATION OF POLICY

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

D. GUIDING PRINCIPLES

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

1. Education

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

2. Deterrence/Enforcement

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

3. Treatment

The City is committed to helping employees with admitted substance abuse problems overcome those problems, where feasible, and encourages voluntary rehabilitation.

E. RULES

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

1. The use of illegal drugs and the illegal use of prescription drugs or controlled substances are prohibited.
2. The manufacture, sale, distribution, or possession of illegal or controlled drugs, and any attempt to offer to sell or distribute illegal or controlled drugs by any employee at any time except in the performance of the employees responsibilities is prohibited.
3. Employees shall not report for work or be in stand-by or on-call status while they have in their system alcohol, illegal drugs, or prescription drugs that will adversely affect their alertness, coordination, reaction, response or safety, unless so authorized or directed by a supervisor.
4. The use or possession of alcohol while on duty, including lunch and breaks, or in the workplace except in the performance of the employees responsibilities is prohibited. The possession of an unopened, sealed container of alcohol, because of an unsolicited delivery, is not a violation of this rule, provided that the employee/recipient immediately notifies his/her supervisor of such delivery.
5. Employees who appear to be affected on the job by drug or alcohol use may be required to submit to drug/alcohol testing pursuant to section V.
6. Any employee taking prescription medications which may affect job performance must report this treatment to his or her immediate supervisor prior to reporting for duty and provide a prescription within twenty four (24) hours if requested.

7. Employees shall report on duty conduct prohibited by this policy immediately to their supervisor when employees have a reasonable basis to believe that another employee is engaging in such activities.
8. A copy of this policy will be delivered to each current and each new employee. Such delivery shall be acknowledged in writing. Each employee shall read and abide by the provisions of this policy.

II. MANAGEMENT RESPONSIBILITIES

Management will:

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

III. TRAINING

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

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

IV. SUBSTANCES FOR WHICH TESTING WILL OCCUR

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

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

V. SUBSTANCE TESTING PROCEDURES

A. CATEGORIES OF TESTING

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

1. Voluntary

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

2. Reasonable Suspicion

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

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

- (1) Specific personal and articulative observations concerning the appearance, behavior, speech, or performance of the employee; or
- (1) Violation of a safety rule, or other unsafe work incident which, after further investigation of the employee's behavior, leads the

supervisor(s) to believe that drug or alcohol use may be a contributing factor; or

(3) Other physical, circumstantial, or contemporaneous indicators of drug or alcohol use.

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

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

3. Internal or Administrative Investigations

In the absence of reasonable suspicion, when conducting internal or administrative investigation, supervisors will consider sending the involved employee for drug/alcohol testing. Examples of when such testing may be required are:

a. Involvement in an accident while on duty that results in injury to the employee or another person, or in significant property damage.

b. Involvement in a critical incident while performing law enforcement duties. For this purpose a critical incident shall be defined as:

(1) Use of deadly force,

(2) Accidental/intentional discharge of a firearm (not including range practice),

(3) An application of force resulting in serious injury or death,

(4) A complaint of the use of excessive force which caused serious injury,

(5) Other life threatening incidents.

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

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

4. Random

Random drug/alcohol testing will be required for all department peace officers in the unit.

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

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

B. TESTING PROCESS

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

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

Officer or his designee, in accordance with SAMHSA standards. The representative may join them should he/she desire to do so.

6. A supervisor will transport and/or accompany the employee to the collection facility, except when random testing.
7. The drug test will consist of a urine test. The procedures for collection of the urine sample will be in compliance with SAMHSA standards. An initial positive report will not be considered positive; rather it will be classified as confirmation pending.
8. The confirmation test will be a GC/MS procedure in compliance with SAMHSA standards. The confirmation test will use the same sample as taken in the initial step. Notification of positive test results to the Chief of Police or his designee will be held until the confirmation test results are obtained. In those cases where the second test confirms the presence of drugs in the sample, the sample will be retained for a minimum of six (6) months to allow further testing if requested.
9. Employees who have been subjected to a drug/alcohol test where no alcohol or illegal drugs were found, will receive a report so stating and then shall return to work.
10. If the test result is positive, the Medical Review Officer will provide an opportunity for the employee to discuss whether there is a legitimate medical explanation for the test results.
11. Verified drug/alcohol test results will be sent directly to the Chief of Police from the Medical Review Officer.
12. The Chief of Police, or designee, will provide an opportunity for the employee to meet with him/her and discuss the drug/alcohol test result.
13. If the result is positive, rehabilitation and/or disciplinary action will be determined and administered by the Chief of Police or his designee.
14. An employee who does not pass a drug/alcohol test may request that the original urine sample be analyzed again at the employee's expense at the rate charged to the City. Such analysis shall conform to SAMHSA standards and shall be performed by the SAMHSA certified laboratory. The SAMHSA laboratory may be designated by the employee but must be located in California.
15. Each step in the collecting and processing of the urine specimen will be documented to establish procedural integrity and the chain of evidence.
16. Time required to participate in a non-voluntary testing procedure outside of an employee's normal work shift will be considered time worked for overtime purposes.

VI. REHABILITATION

A. METHODS OF REFERRAL

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

1. Voluntary Self-Referral

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

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

2. Referral by Department Management

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

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

B. REHABILITATION AND AFTERCARE PROGRAMS

1. The terms and conditions of the rehabilitation program and the aftercare program will be determined on a case-by-case basis by the Counselor and the Chief of Police, or his designee, in a meeting with the employee. While such terms and conditions will be discussed with the employee, they are ultimately subject to the decision of the Chief or his designee. The employee will be required to abide by such terms and conditions. Refusal or failure to do so may be grounds for disciplinary action up to and including termination.
2. The employee may be placed in a medically supervised rehabilitation program, which may include full in-patient hospital care or outpatient rehabilitation care, provided by a City approved drug/alcohol rehabilitation facility.
3. If recommended by the Counselor and treatment facility, the employee may apply for a leave of absence to the limits as outlined in the M.O.U. (Memorandum of Understanding) between the City and the RPOA.
4. The Counselor and the treatment facility, if used, must certify in writing to the Chief of Police of the employee's successful treatment completion and release to work.

5. After the employee has successfully completed the rehabilitation program, the employee will be placed in an aftercare program.
6. The employee may, at the recommendation of the Counselor and at the discretion of the Chief of Police, be permitted to return to work in his/her job classification during outpatient rehabilitation or during aftercare. To qualify for such return to work the employee must reasonably be expected to perform his/her job responsibilities.
7. Prior to returning to work the employee may be scheduled for an examination, including a drug/alcohol test at the discretion of the Chief of Police.
8. Employees participating in rehabilitation and aftercare programs, as a condition of such participation, will be subject to drug/alcohol testing as may be deemed appropriate by the Chief or his designee.
9. Any changes or modifications in the rehabilitation or aftercare programs must be approved by the Chief of Police.
10. The employee may use appropriate accrued leave as provided in personnel rules and/or in the MOU during absences for rehabilitation and aftercare programs. If no such accrued leave is available, the employee will be in a non-pay status.
11. Costs associated with all rehabilitation and aftercare programs are the responsibility of the employee. However, the employee may use City provided group health insurance benefits, if they apply, to such programs. The City will utilize rehabilitation and aftercare programs authorized under the City's group health insurance plan where available.
12. The number of times an employee can participate in a rehabilitation and aftercare program will be determined by the Chief of Police.
13. Records regarding an employee's rehabilitation program, aftercare program, and the Return to Work Agreement will be in the possession of the Counselor, department management, and the Personnel Manager until such time as the employee is released from the rehabilitation and aftercare programs. At that time City retained records will be transferred to the Personnel Office and there maintained in accordance with Section X of this Policy.

VII DISCIPLINARY ACTION

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

- A. Tests positive for alcohol or for substances, as identified in Section IV in an amount which meets or exceeds the cut-off levels established by SAMHSA, as they exist at the time of testing (Attachment "A"),

- B. Refuses required testing pursuant to this Policy,
- C. Adulterates or otherwise interferes with accurate testing required pursuant to this Policy,
- D. Fails to comply with the provisions of the return to work and aftercare programs,
- E. Has used illegal drugs while employed as a peace officer by the City of Redding,
- F. Has abused prescription drugs while employed as a peace officer by the City of Redding,
- G. Violates a rule in Section I (E) of this Policy.

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

VIII. MEDICAL REVIEW OFFICER

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

IX. CONFIDENTIALITY

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

- A. To maintain confidentiality, records pertaining to Substance Abuse Policy administration, the rehabilitation and aftercare programs, the specimen collection process and individual drug/alcohol test records will not be a part of the individual personnel files.
- B. All documents identified in this section will be secured and maintained in the Personnel Office under the custodianship of the Personnel Manager.
- C. All documents relating to drug/alcohol testing, the circumstances concerning such testing, or the administration of other aspects of this Policy will be retained a minimum of five years. Such records will include; but not be limited to:
 - Supporting documents for reasonable suspicion,

- Documents supporting testing decisions in internal or administrative investigations,
 - Records of the specimen collection process to indicate specimen identification, accountability, and chain of custody,
 - Records of test results and any information provided by the affected individual concerning legitimate medical reasons for positive results and re-tests,
 - A master list of individual names and matching identification numbers for all cases,
 - Records regarding an employee's rehabilitation program, aftercare program, and the Return to Work Agreement.
- D. Invoices for services provided by collection sites, laboratories, and Medical Review Officers shall be directed to the Chief of Police or his designee, and reference only the case number of the individual involved.
- E. When a drug/alcohol test is ordered, the collection facility shall be notified only that an employee is being transported for testing. The employee is not to be identified by name. However, at the point of collection the employee will be identified to the Medical Review Officer, in accordance with SAMHSA standards.
- F. To provide for the maintenance of confidentiality as required above, supervisors will be informed on a need-to-know basis of the reason for the authorized leave status of the employee.

X. SEVERABILITY

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

CURRENT CUT-OFF LEVELS FOR SUBSTANCE ABUSE TESTING**ATTACHMENT "A"****TEST RESULTS**

		Initial Test		Confirmation Test	
Drug or Drug Class	Method	CutOff	Method	CutOff	
Amphetamines	EMIT	1000 ng/ml	GC/MS	500 ng/ml	
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml	
Benzodiazepines	EMIT	200 ng/ml	GC/MS	100 ng/ml	
Cannabinoid 100	EMIT	50 ng/ml	GC/MS	15 ng/ml	
Cocaine Metabolite	EMIT	300 ng/ml	GC/MS	150 ng/ml	
Methaqualone	EMIT	300 ng/ml	GC/MS	100 ng/ml	
Opiates	EMIT	2000 ng/ml	GC/MS	2000 ng/ml	
Phencyclidine	EMIT	25 ng/ml	GC/MS	25 ng/ml	
Alcohol	EA	50 mg/dl	GC	50 mg/dl	

ATTACHMENT "B"

A. Medical Review Officer shall review results.

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

B. Medical Review Officer - qualifications and responsibilities.

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

C. Positive test result.

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

D. Verification for opiates; review for prescription medication.

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

E. Reanalysis authorized.

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

F. Result consistent with legal drug use.

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

G. Result scientifically insufficient.

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

ATTACHMENT "C"
SAMPLE

RELEASE OF INFORMATION
CONSENT TO DRUG TESTING

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

* * * * *

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

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

DATED: _____

SIGNATURE

IDENTIFICATION

DATED: _____

WITNESS