

Memorandum of Understanding

between the

City of Richmond

and the

**Richmond Police Officers'
Association**



July 1, 2022 – June 30, 2025

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2022-2025

MEMORANDUM OF UNDERSTANDING

Between

CITY OF RICHMOND

And

RICHMOND POLICE OFFICERS' ASSOCIATION

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into by and between RICHMOND POLICE OFFICERS' ASSOCIATION, referred to as "RPOA" or "UNION," and the CITY OF RICHMOND, hereinafter referred to as "CITY," for and on behalf of its members hereinafter identified.

1. THIS MOU BECOMES EFFECTIVE

July 1, 2022, and continues through and including June 30, 2025. This Memorandum embodies all items agreed upon by and between the City and the RPOA.

During the first three months following City Council adoption of this Memorandum, the Parties will meet with the goal of reaching agreement upon one or more side letters concerning the following subjects:

- 1) Paid Release Time for RPOA business
- 2) Separate Grievance and Disciplinary Appeal procedures
- 3) Any other subjects mutually agreed to be discussed by the Parties

2. CONTINUATION OF BENEFITS

Benefits previously negotiated and ratified by the parties hereto shall continue in effect during the term of this Memorandum except as stated in this Agreement.

3. SWORN OFFICER

The term "Sworn Officer" as used herein shall mean employees in the classifications of Police Officer and Police Sergeant.

4. RECOGNITION

The City recognizes the Union as the sole representative of the Police Bargaining Unit consisting of the following classifications:

Police Officer
Police Sergeant

The addition or deletion of classifications from this representation unit by the City Manager will be made in conformance with the City's current Employer-Employee Relations Resolution.

5. PAYROLL DEDUCTIONS

The City agrees to automatic dues deduction for Sworn Officers, in accordance with State Law.

5.1. APPLICABLE LAW

The City shall deduct Union dues or service fees and premiums for approved insurance programs from employees' pay in conformity with State and local regulations. The City shall promptly pay over to the designated payee all sums deducted.

The City agrees to electronically forward the total dues collected to the RPOA's designated account.

5.2. EFFECT OF NON-PAID STATUS

The employees' earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings, nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

5.3. MAINTENANCE OF MEMBERSHIP

All employees in the classification defined in Section 4 of this MOU who are currently paying Union dues and all employees in such classifications who hereafter become members of the Union shall pay dues to the Union for the duration of this MOU.

5.4 NEW EMPLOYEE ORIENTATION

The Police Department will continue to provide an opportunity for RPOA to address new hires during a Department orientation program for new employees. The Police Department will notify RPOA at least ten (10) calendar days in advance of a scheduled orientation, unless there is an urgent need that was not reasonably foreseeable.

5.5 EMPLOYEE INFORMATION

The City will provide the employee information it has on file in compliance with State law for all new hires in the bargaining unit within thirty (30) days of hire, as well as all employees represented by RPOA at least once per quarter.

6. BULLETIN BOARDS

Reasonable space shall be allowed on bulletin boards as specified by the Police Chief for use by the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with City employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely. The RPOA may, with the consent of the Chief of Police, utilize the City/Police Department electronic mail system to communicate with members concerning association business.

7. USE OF CITY FACILITIES

City facilities may be made available upon timely request for use by employees and the Union. The request for such use shall be made to the management person under whose control the facility is placed.

8. UNION REPRESENTATION

Employee members of the Union's bargaining committee, not to exceed six (6) in number, shall be allowed time to absent themselves from duties for a reasonable period without loss of pay when meeting with City representatives in meet and confer sessions. Employee members of the Union's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the terms of this Agreement for review of grievances and contract compliance questions.

8.1 UNION BUSINESS LEAVE

With seven (7) days advance notice and at the sole discretion of the Chief of Police or the Assistant Chief of Police, whose decision shall be final, Association Board members may be granted paid leave at their regular, straight-time rate of pay, to attend to Association business when such business would conflict with the regular work schedule of the Board member. "Association business" shall mean attendance at conventions, seminars, official Association general membership meetings, and official Association Board meetings, all of which must be related to employer-employee relations and involving matters solely pertaining to the bargaining unit covered by this MOU. All requests for leave under this section shall be made in writing on a form prescribed by the Chief of Police. Additional requests for union business leave may be granted on a case-by-case basis at the sole discretion of the Chief of Police

or Assistant Chief of Police.

9. REST PERIODS

Each employee shall be granted a rest period of fifteen (15) minutes during the first (1st) half of the employee's work shift and one additional fifteen (15) minutes rest period during the second (2nd) half of the employee's work shift; provided, however, that rest periods are not scheduled during the first or last hour of such period of work. There is no obligation upon the City to provide facilities for refreshments during the rest periods or for procurement thereof. A meal period of thirty (30) minutes shall be taken by each employee during each assigned shift no sooner than one hour after commencement of the shift and not later than one hour prior to the end of the shift.

9.1 PHYSICAL FITNESS

Employees may, upon approval by the on-duty supervisor, extend their lunch period by no more than sixty (60) minutes in order to engage in a physical workout. Employees availing themselves of this opportunity will limit their workout to within the Richmond City limits and remain available and reachable by telephone during the entire period in the event of a specific need. As is the case with any lunch period, the needs of the City and Department take precedence.

10. HOURS OF WORK AND OVERTIME

The normal work week may consist of either eight (8), or ten (10) hours per day, twelve and one-half (12.5) hours per day, forty (40) hours per week, or a nine-eighty (9/80) schedule consisting of one thirty-six (36) hour week and one forty-four (44) hour week over nine (9) working days. The ten (10) hour schedule shall consist of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. The twelve and one-half (12.5) hour days shall consist of three (3) consecutive twelve and one-half (12.5) hour days followed by four (4) consecutive days off. Employees assigned to the twelve and one-half (12.5) hour schedule shall work one ten (10) hour day each twenty-eight (28) day Fair Labor Standards Act (FLSA) work cycle for a total of one hundred sixty (160) hours during each such FLSA cycle. This ten (10) hour day shall be consecutive to a three (3) day work week and shall occur during the twenty-eight (28) day FLSA cycle. Other schedules may be implemented upon mutual agreement between the Parties hereto.

An employee shall be paid at time and one and one-half (1-1/2) the member's regular rate after working in excess of their normal workday, or in excess of forty (40) hours of time worked in a given week, except when working the regularly scheduled forty-four (44) hour week within a 9/80 plan or any other mutually agreed upon schedule. Employees working a 9/80 plan will receive overtime pay when working over eighty (80) hours in their normal two (2) week 9/80 period or in excess of their normal workday. Employees working the ten (10) or twelve and one-half (12.5) hours schedule, shall be paid overtime for time worked in excess of their normal workday and for time worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day FLSA cycle. The City has established a twenty-eight day

207(k) work period for all eligible law enforcement personnel, regardless of rank, pursuant to the Fair Labor Standards Act (FLSA). Under this 28-day FLSA work period (also referred to as FLSA cycle), the FLSA overtime threshold is one hundred and seventy one (171) hours actually worked in the 28-day work period. Overtime for any other mutually agreed upon schedule shall be determined upon mutual agreement of that schedule. For purposes of this subsection, time worked shall include all paid leaves, such as vacation time, holidays, comp time, jury duty, bereavement, and sick leave.

The calendar week shall begin at 12:01 (0001) Sunday morning and shall end at 12:00 (0000) midnight Saturday.

10.1. Employees assigned to serve in an acting capacity shall be paid overtime based on the following:

Employees shall receive time and a half based on the regular pay rate reflecting the duties being performed during the specific hours involved, i.e., employees working overtime in an acting capacity shall be paid one and one-half (1-1/2) times their acting regular pay rate, and employees working overtime in their regular classification shall be paid one and one-half (1-1/2) times the regular pay rate applicable to that classification.

10.2. Regular pay rates, premium, and overtime are based upon the rate of pay applicable to the shift to which the employee is regularly assigned. Regular pay rates as used throughout this Section 10, include supplemental pay for education/training, attainment of degrees and certificates, shift differentials, longevity pay and other add-on pays as may be required by law or by agreement of the parties.

10.3. All overtime requires prior authorization and approval by the Police Chief or designee. Employees must report all time worked on their timecards.

10.4. Each employee who has earned overtime compensation shall have the right to request either cash payment or compensatory time off (CTO). Employees will be allowed to accumulate up to one hundred twenty (120) hours of CTO. CTO accumulated in an amount in excess of one hundred twenty (120) hours shall be paid off in cash. The City may at its option cash-out up to one-half of each employee's CTO accumulation (a maximum of 60 hours) by no later than November 15 of each calendar year. CTO will be paid consistent with the FLSA.

When requesting use of CTO, employees agree to provide the following advance notice:

1. One (1) week advance notice for use of one (1) accumulated CTO day off.
2. Two (2) weeks advance notice for use of two (2) consecutive accumulated CTO days off.
3. Three (3) weeks advance notice for use of three (3) consecutive accumulated CTO days off.
4. Four (4) weeks advance notice for use of four (4) or more consecutive accumulated CTO days off.

Employees adhering to the above advance notice schedule shall not be denied their requested accumulated CTO days off unless granting such a request would result in undue disruption of the Department's operations. For purposes of this section, "undue disruption" shall include a situation which results in more than two (2) employees on the same team being off on vacation, holiday, or CTO leave at any one time.

10.5. EFFECT OF TERMINATION OF EMPLOYMENT UPON OVERTIME

Each employee who resigns or is otherwise terminated shall be entitled to compensation for their accumulated overtime of record.

10.6. ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules governing hours of work, holidays, and leaves. Absence without authorized leave may be cause for disciplinary action.

11. MISCELLANEOUS ALLOWANCES

The following allowances shall apply to employees covered by this MOU.

11.1. UNIFORM REIMBURSEMENT

Sworn Officers shall receive an annual allowance of eight hundred dollars (\$800.00) for uniform purchase and maintenance and shall elect by December 1 of each year whether to receive the reimbursement semiannually or monthly. Semiannual reimbursement will be paid in two (2) equal installments with the first paycheck in June and the second paycheck in December; monthly reimbursement will be paid in twelve equal installments with the second paycheck in each month.

11.2. UNIFORM DAMAGE

The City agrees to maintain its procedure for reimbursement of Sworn Police personnel for uniforms damaged in the course of their employment. Such reimbursement will be made for repair where repair is practical and for replacement of items where damage precludes repairing the item to department inspection standards. Reimbursement for replacement will be on a formula ranging from a maximum of one hundred percent (100%) to a minimum of fifty percent (50%) of cost depending on the number of months the item has been in service.

11.3. MEAL ALLOWANCE

A \$10.75 meal allowance shall be allowed each employee, who is otherwise eligible to be compensated for overtime, for each four (4) hour period of overtime the member works beyond their normal work shift on a regularly scheduled workday. Such meal allowance shall also be allowed for each employee who works more than four (4) hours of unscheduled

overtime on any of the member's normal days off.

For the purpose of this subsection, "overtime" is considered to be unscheduled unless the request for such overtime is made more than eight (8) hours before the beginning of such overtime. No receipt is required to be submitted with the claim for reimbursement. Such claims shall be paid as soon as possible, but in no event later than sixty (60) days from the date the claim is submitted.

When appearing in court in an out of town case, employees shall be eligible for a \$10.75 meal allowance if the court recesses for lunch and reconvenes. No receipt is required to be submitted with the claim for reimbursement. In unusual circumstances, reimbursement for a higher amount may be requested by submitting a written justification through the chain of command. The claim for the meal shall be approved by the affected employee's Bureau Commander and forwarded to the Management Section. Such claims shall be paid as soon as possible, but in no event later than sixty (60) days from the date the claim is submitted.

11.4. WELLNESS PROGRAM

All Sworn Officers covered by this agreement are eligible for approved wellness program activities in an amount up to \$250.00 per fiscal year for health club membership or reimbursement of personal physical fitness equipment.

11.5. TRAINING REIMBURSEMENT

All RPOA employees/members shall be provided with the necessary subsistence to attend Police Officer Standards and Training (POST) training no later than one (1) week before the employee's scheduled training date. In addition to this, the City shall pay for all employee training related expenses, such as hotel, ground transportation, and parking, prior to the employee attending the training.

The City shall provide the employee with the subsistence amounts established by POST and listed below, as identified in the POST Administrative Manual. In return, the Personnel and Training Unit shall prepare and disseminate a POST Tuition Reimbursement Request form (TRR) to each employee who is attending POST training. It shall be incumbent upon the employee to ensure the TRR is submitted to the appropriate POST personnel prior to the completion of their scheduled training to ensure proper reimbursement to the City of Richmond.

There shall be no additional responsibilities assigned to members who attend POST training upon their return to normal work assignment. It will be the responsibility of the Personnel and Training Unit to maintain the appropriate documentation and files in a manner which is in compliance with POST standards and regulations and to be made available upon request for POST auditing purposes.

Expense	Reimbursement Rate
Course Subsistence	\$50.00 per day (Subject to annual adjustments per POST)
Commuter Lunch	\$8.00 per day
Travel (mileage when using POV)	Go to http://www.calhr.ca.gov for current mileage rate

12. HOLIDAYS

Sworn Officers (other than those identified in Section 12.1 below) shall be permitted to exercise either of the following options for utilization of holiday allowances:

- a) Full pay at straight time for fourteen (14) days with no holiday taken as days off.
- b) Up to but not in excess of seven (7) days off and pay at straight time for seven (7) days.

Employees shall elect by December 1 of each year whether to receive holiday pay semiannually or monthly. Semiannual reimbursement will be paid in two equal installments with the second paycheck in June and the second paycheck in December; monthly reimbursement will be paid in twelve equal installments with the second paycheck in each month.

The rate at which an employee is compensated for holiday pay pursuant to this Section includes: straight pay (base wage), longevity incentives, shift incentives, supplemental pay for education, Investigative division incentive, motorcycle incentive, acting pay, bilingual pay and any other special compensation which may be negotiated between the parties.

12.1. Those Sworn Officers who are assigned to specific duties where the work schedules and holiday benefits in fact are the same as or similar to those applicable to general employees' bargaining unit shall not be entitled to these cash payments in lieu of holidays. The holidays for such employees are as follows:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Holidays	Fourth Thursday in November and the Friday following
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February

Memorial Day

Last Monday in May

12.2. In addition to the holidays listed in the preceding paragraph, such employees shall be granted one (1) paid "floating holiday" per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's department head. Said holiday must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year.

Each of these employees shall be entitled to eight (8) hours off without loss of pay on the last regular workday before Christmas, New Year's Day, or before another recognized religious or cultural holiday. This is a once-a-year benefit, not to be used prior to more than one holiday.

Employees covered by section 12.1 shall be entitled to pay for eight (8) hours for the day prior to Christmas.

When an employee covered by Section 12.2 takes time off, the first hours the member takes off will be automatically credited towards the member's holiday days, unless the officer indicates otherwise. Once all holiday hours are exhausted for the calendar year, subsequent days will be vacation or CTO as requested.

13. PERS Medical Plans

13.A.1. CAFETERIA OPTION

Bargaining unit members who opt not to utilize the RPOA benefit package, and who can document to the City's satisfaction that the member has comparable group insurance benefits through a spouse's plan or through another source (e.g. retired military benefits) shall receive a payment of \$244 a month in lieu of the health and welfare premium. This option is available upon initial employment and at the annual insurance benefits "open period." Bargaining unit members receiving \$244 in lieu of benefits may apply the credit towards an IRS Section 125 Flexible Benefits Plan.

13.B.1. The City shall contract with the CALPERS Health Benefits Program to provide medical insurance for all active employees, future retirees and future eligible survivors. Eligibility of retirees and survivors of retirees to participate in this program shall, be in accordance with the regulations promulgated by CALPERS.

13.B.2. The City shall pay the minimum required amount per month to CalPERS on behalf of each active employee, eligible retired employee, or eligible survivor of a retired employee who subscribes with CalPERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually as required by CalPERS regulations.

13.B.3. In addition to the contributions listed above, the City shall establish a benefit account for each active employee eligible for medical coverage who has enrolled in one of the

CALPERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefits account. Payment shall be sufficient to cover the premium of the Kaiser North medical plan less the amount the employee receives indicated in Section 13.B.2. For employees with no dependents, the amount shall be at the single premium rate; for employees with one dependent, the amount shall be the two-party rate; and for employees with more than one dependent, the amount shall be the family rate. If any employee chooses a plan more expensive than the Kaiser North medical plan, the City contribution shall be no more than the Kaiser North premium less the amount the employee receives indicated in Section 13.B.2. at the appropriate single, two-party, or family rate, and the excess premium cost shall be paid by the employee. The City shall pay any increased premiums in the Kaiser North medical plan or in plans that are less expensive.

13.B.4. The City shall not treat the City contributions of the amount the employee receives indicated in Section 13.B.2 or the Employee Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability, or penalty that may arise out of the implementation of this section.

13.B.5. Employees shall have the right to inform the City of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with CALPERS or the insurance carrier’s rules. Employees shall be required to inform the City of any reduction in dependents and a corresponding reduction in premium amounts contributed by the City shall be made.

13.B.6. The City agrees to continue payment for health benefits to CALPERS for the surviving spouse of an officer killed in the line of duty until such spouse remarries, and for the surviving children of such officer until each reaches the age of 18 or is no longer a dependent of the surviving spouse (as determined by I.R.S.) whichever is earlier.

13.B.7. Retired Employees

Employees retiring on or after July 1, 2004, will receive longevity retirement benefits* based on the following chart:

<u>Years of Service With the City of Richmond:</u>	<u>Percent of Premium Paid Not to exceed \$827 total towards health, dental, and vision nor 100% of the actual combined premiums:</u>
25 years or more	100%
15 through 24 years	90%
10 through 14 years	50%

*Benefits are based on the retiree’s status as single, one dependent, or more than one dependent.

For purposes of determining Years of Service for members of the bargaining unit, all prior service as a sworn member of 1) the California Highway Patrol; 2) any California Sheriff's Department; 3) any California Municipal Police Department; and/or 4) the Bay Area Rapid Transit District Police Department shall count as Years of Service with the City of Richmond upon the member's completion of five (5) consecutive years of service from the member's date of hire with the Richmond Police Department.

13.B.7(a). Retiree Health Benefit Contribution

- Effective 01/01/2017, employees in RPOA classifications, will contribute \$150 per month toward retiree health benefits.
- Effective 01/01/2018, employees in RPOA classifications will contribute an additional \$75 per month toward retiree health benefits, for a total monthly contribution of \$225 per month toward retiree health benefits.
- Effective 01/01/2019, employees in RPOA classifications will contribute an additional \$25 per month toward retiree health benefits, for a total monthly contribution of \$250 per month toward retiree health benefits.
- Effective 01/01/2020, employees in RPOA classifications will contribute an additional \$25 per month toward retiree health benefits, for a total monthly contribution of \$275 per month toward retiree health benefits.
- Effective 01/01/2021, employees in RPOA classifications will contribute an additional \$25 per month toward retiree health benefits, for a total monthly contribution of \$300 per month toward retiree health benefits.

The City and the RPOA mutually agree that all retiree health benefit contributions shall be placed into an irrevocable CALPERS account, with the City providing quarterly updates to the RPOA.

The Retiree Health Benefit Contribution monthly payments (as outlined in 13.B.7(a).) shall be split evenly across the two pay periods in each month.

13.B.7(b). Employees who contributed monies toward the retiree health benefits pursuant to Section 13.B.7(a) of this MOU and are entitled to receive retiree health benefits pursuant to Section 13.B.7 of this MOU, shall have a vested right to the retiree health benefit during their employment and continuing throughout their retirement. Such vested benefit is not subject to unilateral modification or elimination by the City and is subject only modification by mutual written agreement of the parties.

13.B.8. For those retiring as Police Officer or Police Sergeant, to be eligible for the benefit in section 13.B.7, the retiree must: 1) be enrolled in a medical plan offered through CALPERS at time of separation and thereafter; and 2) be eligible for a CALPERS retirement.

13.B.9. The payment for retirees set forth in Section 13.B.7 shall be made monthly from the

date of retirement in accordance with the CALPERS Medical program. If there are changes in a retiree's family status, and the retiree fails to report the change in status to the City within 30 days of its occurrence, the retiree shall be liable for refunding the excess amounts received.

13.B.10. If a retiree qualifying for benefits in Section 13.B.7 is survived by a spouse who qualifies as an annuitant (i.e., is continuing to receive a pension from CALPERS or the City) said surviving spouse shall receive all the benefits described in Section 13.B.7 and be subject to the same administrative procedures.

14. FLEXIBLE BENEFITS PLAN

The City established a Flexible Benefits Plan under the provisions of IRS Section 125, subject to any changes in Federal law or regulation that may occur. The Flexible Benefits Plan will be available to all bargaining unit employees.

Employees may use their own funds on a tax-free basis to participate in the Flexible Benefits Plan. The maximum amount that can be applied by an employee during the Plan year is \$5,000.

Options available through the Plan are:

1. Medical Premiums
2. Dependent Care
3. Health Care Reimbursement

15. OTHER INSURANCE

15.1. LONG TERM DISABILITY INSURANCE

The City agrees to pay the Richmond Police Officers' Association the cost per month per member to cover the cost for the Long-Term Disability Trust Fund. The Association shall administer payments to the Trust Fund and handle all claims relative to this coverage for the life of this contract.

15.2. GROUP LIFE INSURANCE

The City will provide \$50,000 group life insurance/accidental death and dismemberment coverage for full-time employees in this bargaining unit.

15.3. EMPLOYEE ASSISTANCE PROGRAM

The City will contract with an Employee Assistance Program (EAP) to provide up to twelve counseling visits without cost to the member per year.

15.4. DENTAL INSURANCE

RPOA members are covered by the City’s dental plan. The City shall contribute the full premium toward group dental plan benefits for employees and dependents, including \$1,500 for non-PPO dentists, \$1,700 maximum for PPO dentists, and a \$2,000 maximum for orthodontic coverage.

Part of the amount available through section 13.B.7 may be applied towards retiree dental insurance. Once a retiree has dropped the dental plan, the retiree may not re-enroll at a later date.

15.5. VISION PLAN

Members are covered by the City’s vision plan. The City shall contribute the full premium for a no deductible group vision plan providing for eye exams and new lenses every twelve months and new frames every twenty-four months.

Part of the amount available through section 13.B.7 may be applied towards retiree vision insurance. Once a retiree has dropped the vision plan, the retiree may not re-enroll at a later date.

16. SUPPLEMENTAL PAY FOR ATTAINMENT OF DEGREES AND CERTIFICATES

A Sworn Officer, who has achieved college degrees, approved POST Certificates or the equivalent in approved college units in addition to the required ongoing biannual advanced officer POST course, shall receive the following supplemental pay above the member's regular salary:

- AA Degree or
POST Intermediate Certificate 2-1/2%
- OR
- BA Degree and higher or
POST Advanced Certificate 5%

16.1. SUPPLEMENTAL PAY FOR EDUCATION/TRAINING

A Sworn Officer who has completed three (3) consecutive years of satisfactory service and who completed forty-eight (48) hours of approved training outside of normal working hours during fiscal year, shall as provided for in Section 16 above, receive the following:

- a. Sworn Officer who qualified for five percent (5%) supplemental pay in Section 16 above (has attained a BA, POST Advanced Certificate, or higher)..... 2-1/2%
- b. Sworn Officer who does not qualify for five percent (5%) supplemental pay in Section 16 above (has not achieved a BA or POST Advanced Certificate).... 5%

NOTE: The total pay supplements for any Sworn Officer who qualifies for supplemental pay under both Sections 16 and 16.1, is seven and one-half percent (7-1/2%)

16.2. A Sworn Officer, hired prior to January 1, 1992, who achieves a BA Degree or the POST Advanced Certificate and who qualifies for supplemental pay for education/training as provided for in Section 16.1 for three (3) consecutive years, will continue to receive the supplemental pay.

16.3. A Sworn Officer, hired prior to January 1, 1992, who possesses a Master's Degree, shall be entitled to supplemental pay for education/training as provided for in Section 16.1 after three (3) years of consecutive service without further qualification.

A Sworn Officer, hired on or after January 1, 1992, who possesses a Master's Degree shall be entitled to supplemental pay.

16.4. SUPPLEMENTAL PAY

Sworn Officers assigned to the Investigative Division, including sergeants assigned to the Chief's Office, Office of Professional Accountability (OPA), whose primary duty involves conducting "IA" investigations, shall receive a five percent (5%) supplement to their base salary. Sworn Officers assigned to traffic enforcement on motorcycles shall receive a five percent (5%) supplement to their base salary.

17. CALL-BACK TIME

An employee called back to work shall be credited with a minimum amount of three (3) hours at the overtime rate. The three (3) hours of overtime shall begin at the time the employee reports to their work location. Call-back shall be based upon a proper request to an employee after that employee has completed the normally assigned duty hours of that workday and has left the City job with the anticipation of being off duty until the next scheduled day. Call-back time shall not be credited to an employee when the employee is called to work prior to the starting time of the member's regularly scheduled shift and remains at work from the time the member reports until the starting time of the regular shift. Call-back time shall not be credited to an employee when overtime is scheduled with twenty-four (24) or more hours of advance notice.

The Department may assign law enforcement duties to employees called back for an entire three (3) hour period.

17.1. Time which is worked as overtime within the provisions of Section 10 and which exceeds the three (3) hours stated in this section shall be compensated under the provisions of Section 10. Call-back time shall not be credited to any employee for time worked during the normal work day for that employee.

A bargaining unit member called back to duty and who is not re-contacted canceling the call back within fifteen (15) minutes from initial notification shall be entitled to receive the three

(3) hours minimum. For purposes of calculating time worked in excess of the three (3) hour minimum, the bargaining unit member's time of arrival at either the police department or designated call back incident, whichever occurs first, shall be used.

17.2. REQUIRED ATTENDANCE FOR MANDATORY MEETINGS OR TRAINING

An employee required to attend a mandatory meeting or training session, not contiguous with the regular shift of the employee, shall be credited with a minimum of three (3) hours' pay at the overtime rate. Meetings and training sessions that are contiguous with the shift shall be compensated on an hour per hour basis, at the overtime rate.

18. LEAVES OF ABSENCE

The following shall be considered as normal types of leaves of absence:

18.1. LEAVE OF ABSENCE WITHOUT PAY

The City Manager, at his/her discretion, may grant a leave of absence without pay for a period not to exceed one (1) year.

18.2. No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:

- a) the member makes written request of the department head, stating the reasons;
- b) the department head recommends it;
- c) the Director of Human Resources Management Department (HRMD) recommends favorable action to the City Manager; and
- d) the City Manager approves it.
- e) Absence without leave, for three (3) consecutive days shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: phone calls; first class mail and/or registered mail to their last known address and emergency contact person(s), if known. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.

If the employee or an authorized representative of the employee contacts the City within 30 calendar days of the date of resignation requesting reinstatement, the City will, on a case by case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee. This provision in no way limits the discretion of the City to discipline an employee for his or her absence without leave.

18.3. A request for a leave of absence without pay for a period of three days or less may be granted to an employee by the Police Chief.

18.4. Failure on the part of an employee to report promptly at the expiration of his leave may be considered as cause for disciplinary action or discharge.

19. LEAVE OF ABSENCE WITH PAY

The City Manager, upon recommendation of the department head and the Director of HRMD, shall have the authority to grant leave of absence with pay. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except where a leave of absence with pay is to extend for a period of more than two (2) calendar weeks, it shall require specific Council approval.

20. MILITARY LEAVE AND EXTENDED ACTIVE DUTY

Military leave shall be granted in accordance with the provisions of applicable law. All employees entitled to and taking military leave shall give the department head the right, within the limits of military necessity and regulations, to determine when such leave shall be taken.

20.1. No person shall be appointed permanently to a position from which another is on military leave. However, an employee appointed to fill a position of another employee on a military leave of absence may apply to another position in the same class if there is a vacancy.

20.2. Employees on military leave for annual military reserve training shall be entitled to receive their full salary less any pay received from the military while on such leave. When an employee is called for and serves extended active duty in the U.S. military, not including such activities as military reserve training, the City will pay the difference between the employee's extended active duty pay and their regular pay for a period of up to twelve (12) months. This will only occur when the employee's City pay is higher than the employee's military pay. In the event of extended active duty longer than twelve months, an employee may use accrued vacation on a pro-rated basis to make-up the difference between military pay and the employee's base pay.

20.3. MILITARY SERVICE CREDIT

Bargaining unit members may "buy-back" time served on active duty with the U.S. military prior to employment with the City, pursuant to Public Employees Retirement System (CALPERS) rules and regulations to the extent allowed by law.

21. SICK LEAVE

Each employee shall be entitled to leave of absence from duty without loss of salary, in each calendar year, on account of sickness, disability caused by pregnancy, or non-job injury.

Each employee shall accrue sick leave credits at the rate of one day (eight (8) hours) per month of service beginning thirty (30) calendar days immediately following original appointment. There shall be no limit on the number of sick leave days that an employee may accumulate. A Sworn Officer, who laterally transfers from another Law Enforcement Agency on or after July 1, 2006, shall be able to transfer fifty percent (50%) of their accrued sick leave balance with that agency, not to exceed eighty (80) hours.

21.1. PAYMENT FOR SICK LEAVE

Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Employees shall express their preference no later than January 15 each year, and payment will occur no later than February 15 each year. When an employee elects to receive payment in cash or vacation time, the member's sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.

Any employee who retires from City service other than for disability reasons shall be entitled to receive pay for sixty-five percent (65%) of the member's accumulated sick leave at the effective date of the member's retirement. If an employee dies while on the City's payroll, the member's estate shall receive the above - 65% cash out of the member's sick leave balance.

Cash buyout of sick leave shall be computed at the officer's regular, straight-time, base rate of pay including any applicable longevity and/or educational incentive premiums.

21.2. FAMILY SICK LEAVE

A bargaining unit member may use sick leave for illness or injury to a member(s) of the member's family. For purposes of this section, family member is defined as child, parent, spouse or domestic partner. Such usage of sick leave shall be within the amounts specified in Section 21.

21.3. TYPES OF MEDICAL CARE QUALIFYING FOR SICK LEAVE

Sick leave properly may be used for the following or similar purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury as indicated in Section 21.2.

21.4. DOCTOR'S CERTIFICATE OF ILLNESS

A doctor's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, must be furnished by the

employee at the request of the City Manager or department head (or his or her designee).

21.5. CALPERS CREDIT FOR SICK LEAVE

Pursuant to the CalPERS regulations, employees who retire from City of Richmond employment shall be entitled to convert all unused sick leave credits to service credit for the purpose of calculating retirement benefits at the rate of .004 years of service for each unused day of sick leave in accordance with the provisions of Section 20862.8 [superseded by Government Code Section 20965] of the California Government Code.

21.6. PARENTAL LEAVE

- a) All natural mothers shall be granted a leave of absence without pay for a period up to four months. An additional two months shall be granted with appropriate medical documentation. During this leave, the City will continue to pay the premium for her medical plan and long-term disability plan, subject to policy rules and regulations.
- b) All parents or adoptive parents shall be granted thirty (30) days leave without pay commencing one week prior to the birth or adoption of a child, during which time the City will continue to pay the premium for the employee's medical plan.
- c) All parents granted a leave of absence as described in 21.6.a. and b. above shall receive forty (40) hours paid leave as part of their Parental Leave. Employees shall be entitled to receive the aforementioned forty (40) hours paid leave at the beginning of their Parental Leave.
- d) All leaves described in this Section 21.6 run concurrently with Federal Family and Medical Leave Act of 1993 (FMLA), California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) as legally appropriate.

21.7. FAMILY AND MEDICAL CARE LEAVE

Pursuant to State and Federal law, the City will provide family and medical leave for eligible employees. The following provisions set forth members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the FMLA and the regulations of the California Fair Employment and Housing Commission implementing the CFRA. Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to the FMLA and the CFRA.

- a) Amount of Leave: Eligible members are entitled to a total of 12 workweeks of leave during any 12 month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

- b) The 12 month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave under this provision, the City will look back over the previous 12 month period to determine how much leave has already been used under this provision and determine the balance available.
- c) Use of Other Accrued Leaves While on Leave: If a member requests leave for their own serious health condition, the member must also exhaust City-paid leaves concurrently with the leave.
- d) While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that the leave will be needed in the future, but does not know the exact date(s) (i.e.: for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

22. WORKERS COMPENSATION LEAVE

Any City employee, who is unable to work because of bodily injury or sickness which occurs while they are acting within the course and scope of their employment, shall be paid their full salary up to a maximum of fifty-two (52) weeks from the date that they were unable to work in accordance with Labor Code Section 4850, subject, however, to the following conditions:

22.1. A return to duty or retirement with pension within said period of time shall automatically terminate the City's liability hereunder.

22.2. During the time the employee is receiving total temporary disability compensation payments, the City shall make payment in accordance with Labor Code Section 4850 as applicable. If, after completion of disability leave, it is determined that a permanent and stationary disability exists, it shall be the City's decision to retire the employee.

22.3. The termination by the City of payments under this Section 22 shall terminate the City's liability hereunder for the payment of full salary. If, within sixty (60) days after the termination of said total temporary disability compensation payments, an employee applies for a hearing before the Workers' Compensation Appeals Board (WCAB), the employee's full salary shall be paid forthwith pending decision by the WCAB, but not to exceed a total of fifty-two (52) weeks from the beginning of the injury or illness.

22.4. In the event that it shall be determined from competent medical evidence that it is reasonably probable that an employee absent on compensation leave will not be physically

or mentally able to perform the full duties of their position, the City shall terminate their right to any contribution toward their salary. Said employee shall be obligated to immediately apply for a disability pension. The employee's department head shall be responsible for the administration of the provisions hereof, and shall require the employee to submit periodic medical reports and also, if necessary, require the employee to submit to such medical examinations as may be necessary to provide the City with information as to the employee's physical and mental condition. Said employee shall cooperate fully with the City.

On the employee's date of disability retirement, the employee shall be entitled to receive as final settlement, a lump sum payment of sixty percent (60%) of their sick leave accumulated up to their retirement date.

Cash payouts of sick leave shall be computed at the officer's regular, straight-time, base rate of pay including any applicable longevity and/or educational incentive premiums.

22.5. During the time that an employee is disabled by reason of bodily injury or sickness resulting from the course and scope of their employment, neither their vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period.

22.6. An employee absent from duty under this Section 22 shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave.

22.7. In the event that an employee's injury or sickness results from the carelessness or negligence of a third party, the City of Richmond shall have the same right of subrogation for reimbursement of salary paid as does the City's compensation carrier under the Labor Code of the State of California.

22.8. In case a dispute arises by reason of the provisions of this Section 22, the City Manager shall have the right to make such investigation as they deem advisable and they shall make a determination in accordance with the provisions of City of Richmond Resolution No. 241-95, or as such resolution may hereafter be amended, subject to any mandated meet-and-confer requirements.

22.9. An employee may use sick leave to integrate with Temporary Total Disability (TTD). This will allow an employee to receive full salary (TTD and sick leave integration).

22.10. LIGHT DUTY ASSIGNMENTS

Any member temporarily assigned to a "light duty" position or assignment, shall remain on the shift (including both team and hours) which that member previously was assigned to prior to sustaining the injury/condition which necessitated the light duty assignment. The light duty accommodation shall continue for the duration of the light duty assignment (in no event will the light duty assignment accommodation last longer than six (6) months) until the next seniority sign-up. While on light duty, with prior notice, the Department will modify the member's shift hours to avoid overtime prior to attendance at medical appointments and

court appearances. Upon service of a subpoena or notification of a medical appointment, the member shall notify their immediate supervisor via City email of a needed scheduled modification to avoid incurring overtime expenses.

23. VACATION

Each employee shall be eligible for vacation leave as described in the following sections.

23.1. The purpose of annual vacation leave is to enable each eligible employee annually to return to their work mentally refreshed. As one aid in achieving this purpose, vacation generally shall be used in units of not less than five (5) consecutive working days. However, an employee may use vacation leave in lesser amounts when authorized to do so in writing by the department head.

23.2. The authorized annual vacation leave for employees covered by this agreement shall be:

YEARS OF SERVICE HOURS OF VACATION

1-3	80 HOURS
4-12	120 HOURS
13-20	160 HOURS
21-25	200 HOURS
26+	240 HOURS

Effective July 1, 2006, A Sworn Officer, who has laterally transferred from another Law Enforcement Agency, shall accrue Vacation Hours based on years of law enforcement service up to a maximum of ten (10) years of service previous to the City of Richmond.

23.3. Compensation for vacation leave shall be the rate, including any applicable premium pay, which the employee was regularly receiving prior to the vacation leave.

23.4. Employees may use their vacation entitlement in no less than one (1) hour increments.

23.5. Upon reinstatement or re-employment to the Classified Service, the employee's years of service, for the purposes of computing vacation rights, shall be based upon the anniversary date established under the provisions of Section 31.9 of this agreement.

23.6. LIMITATION ON VACATION DURING THE FIRST YEAR OF SERVICE

Each employee working in a regularly established, continuing position in the Classified Service normally must have served one (1) year continuously in order to be eligible for vacation leave. When unusual needs exist and after proper formal approval has been obtained, an employee, after six (6) months of continuous service, may be permitted to take accumulated vacation.

23.7. LIMITATIONS ON USE OF VACATION LEAVE

No employee shall take a vacation that lasts longer than the employee's annual accrual unless authorized by the Department Head. An employee may take multiple vacations if the employee has sufficient accrued vacation time.

23.8. No employee in the Classified Service shall accumulate more than the equivalent of two annual vacation periods plus 112 hours. The Department shall schedule vacation off, on or before an employee reaches the vacation maximum.

An employee on 4850 leave will continue earning vacation for up to one year, in excess of the above limitation, while on 4850 leave. Upon return to work from 4850 leave, the employee may continue to earn vacation for an amount equal to the time they were on 4850 leave, but not to exceed a period of six months. After that six-month period, the employee shall cease to earn additional vacation if the member is above the two annual vacation periods plus 112 hours limitation.

23.9. Vacation which was deferred at the request or order of the department and approved by the City Manager is excluded from the preceding provisions of Section 23.8.

23.10. TIMES AT WHICH VACATION LEAVE SHALL BE TAKEN

The times at which an employee shall take their vacation leave during the calendar year shall be determined by the Police Chief, or their designee, with due regard for the wishes of the employee and particular regard for the needs of the service.

23.11. To the extent practical and consistent with the personnel needs of the department and/or individual employee's professional development, as determined by the Chief of Police, seniority by classification will govern in the selection of vacation days, team assignments, beat assignments, and shift preferences. Sergeants will make their selections first for team assignments and shift preferences. When the Sergeants have completed their selections, Patrol Officers will then make their selections. When not in conflict with the City's staffing needs, total service with the Police Department will take precedence over sub-unit seniority for purposes of selecting vacation days, team assignments and shift preferences.

23.12. EFFECTS OF HOLIDAYS UPON VACATION LEAVE

For those employees whose holidays are governed by Section 12.1 and 12.2 of this MOU, in the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly. Employees who have complied with vacation sign-up procedures shall not be required to work a holiday that falls during their scheduled vacation. Holidays (as defined in this MOU) shall not restrict the ability of an employee to schedule vacation leave. In the event that the Department determines that additional members are required to be scheduled for New Year's Eve, the Department shall post a request for voluntary overtime shifts. In the event

that there are insufficient sign-ups thirty (30) days prior to New Year's Eve, the Department shall fill the vacant positions by way of mandating overtime based upon inverse seniority.

23.13. EFFECT OF EXTENDED MILITARY LEAVE UPON VACATION ACCRUAL RATE

Time spent on military leave from City service shall be counted as time spent in the service of the City.

23.14. VACATION AMOUNTS AT TERMINATION OF ACTIVE EMPLOYMENT

Following termination of active employment for whatever cause, or the granting of extended military leave, the City shall pay to the employee or to the estate such vacation as was due to the employee at termination. The City shall obtain reimbursement from the employee or estate for used vacation which was in excess of vacation due to the employee at termination, by deduction from severance pay or otherwise.

23.15. REQUIRED MINIMUM ADVANCE NOTICE TO BE GIVEN

An advance written notice of not less than thirty (30) days shall be given prior to transfer from one bureau to another bureau, or a change in shift assignment and/or days off. The City will not cancel a scheduled vacation due to a bureau transfer or shift assignment change. When an emergency exists affecting normal operation of the department, the provisions of this Section may be exempted by the Chief of Police or his/her designee. An emergency is defined as a sudden, unforeseen circumstance requiring immediate attention.

23.16. VACATION DEBIT

Following an employee's first year of employment, employees may be permitted to schedule and use vacation leave which is anticipated to be accrued by the end of the current calendar year. Any such leave which is used prospectively shall be deducted from the employee's vacation leave balance at the end of the calendar year.

24. BEREAVEMENT LEAVE

Only City employees working full-time and continuously in a regularly established City position shall be eligible for the bereavement leave provisions specified in Sections 24.1, 24.2, and 24.3.

24.1. In the case of a death within the immediate family of an eligible City employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive workdays for each such death. Such leave must have one or more of these purposes: making arrangements for burial services, enabling employee and family members to recover from emotional upsets, and settling property estate and similar problems.

One (1) day of bereavement leave is available to attend services for relatives not meeting the definition of "immediate family" as listed in section 24.3. These would include nieces,

nephews, and cousins.

24.2. Usage of the foregoing provisions of this Section shall be subject to the approval of the department head and City Manager or their duly authorized representatives.

24.3. For purposes of this article, immediate family shall include: spouse, child, stepchild, parent, step-parent, guardian, grandparent, grandchild, uncle, aunt, sister, brother, stepsister, stepbrother, father-in-law, mother-in-law, sister-in-law, brother-in-law, minors living as a member of the family, and domestic partners. In unusual cases, the City Manager may make exceptions to these restrictions. The City Manager's decision under this article is not subject to the grievance procedure.

25. LEAVE FOR JURY DUTY

A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to full-pay leave during actual jury service. The following shall apply:

25.1. All City employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.

25.2. City employees shall properly inform the officials who control jury duty of such unusual factors in their City jobs, including work load, as the jury officials might judge to be adequate grounds for deferral of or excuse from jury duty.

25.3. Such leave may be based upon, but is not limited to: Coroner, County Superior Court, and Federal jury duty.

25.4. Employees shall pay to the City government any per diem received but shall be entitled to keep any mileage payment made to them.

25.5. Each employee shall expeditiously report his/her probable absence for jury duty and must immediately report the termination of active jury service.

26. COURT SUBPOENAS

Department personnel must report as directed when summoned by subpoena or a written notice to appear. Personnel are to be on time, have a copy of their police report, be familiar with the facts of the case and prepared to testify, dressed in appropriate court attire.

Personnel are to contact the Court Liaison, District Attorney's Office, or person responsible for sending the subpoena 24 hours prior to their scheduled appearance, or the Friday before a Monday appearance. Notification procedures are subject to change, and will be detailed by written Special Order.

If the appearance is cancelled within the 24-hour period prior to the proceeding, compensation will be processed as a recall for off-duty employees. Otherwise, the officer

must appear at the District Attorney's Office, or other specified venue, must sign in on a roster (unless extraordinary events prevent the Officer from signing the roster), and make contact with the person responsible for handling the case.

If an Officer's subpoena is cancelled while in route to Court, compensation in these instances will be processed as a recall for off-duty employees and not compensated at the overtime rate.

26.1. CERTAIN COURT APPEARANCES

Each Sworn Officer who is subpoenaed to report to Superior Court on off-duty-time in connection with official police duties shall be compensated four (4) hours pay at the overtime rate.

- a) If a subpoena is served on a Sworn Officer requiring appearance at a time when an officer is not on duty and is thereafter canceled less than twenty-four (24) hours prior to the appearance time, the officer will receive two (2) hours pay at straight time. If the employee receives no notification of the cancellation, the employee shall be paid as provided in the first paragraph of Section 26.1.
- b) A bargaining unit employee will receive time and a half overtime pay for any hours they are required to remain in court, on off-duty-time which exceed the four (4) hours reporting pay described in the first paragraph of Section 26.1.

26.2. Court overtime is not authorized when an employee is unavailable for work due to illness or injury leave.

27. NEPOTISM

The Chief has the responsibility and discretion to address claims raised by employees concerning the effect on safety, efficiency, and/or morale of members of immediate families (a) being in a direct or indirect supervisory relationship over each other or (b) reporting to the same supervisor. During the term of this Agreement, the Chief will attempt to resolve any such issues through mechanisms such as changes in shift or assignment without financial hardship to employees. Immediate family, for purposes of this article, include husband, wife, domestic partner, parents, grandparents, brothers, sisters, grandchildren and children.

28. OBSERVER AT PROMOTIONAL EXAMINATIONS

1. Scheduling. Promotional examinations will be conducted by the City at the request of the Police Chief within the HRMD established priorities and resources. If the first phase of an examination is to be delayed in excess of 60 days after the Department has requested a list, the City will contact the Union to discuss the need for the delay.
2. Sign-up. An eligible employee may sign up to take the next examination, after publication of the announcement, at any time prior to the deadline stated on the

examination announcement. Employees wishing to compete in an examination will sign up by submitting a fully completed City of Richmond application to HRMD. Announcements will be distributed to the Police Department and RPOA for posting in all appropriate locations. Announcements may be distributed by email. The Police Department will make a good faith effort, based on the employee address in the Department's file, to send a copy of the announcement to employees who are not reporting to work due to vacation, injury, or special assignment. No employee may sign up for an examination after the posted closing date.

3. **Announcement.** Each examination announcement shall specify the classification title, the nature of the work to be performed, the pay rate or range for the classification, the basic type of examination, the score required to qualify in the examination, the relative weight to be assigned to each part of the examination, the probable nature of the written test, if any, the closing date for the filing of applications, and the minimum and desirable qualifications. The HRMD Director may, in addition, add such other information as they deem advisable.
4. **Employee Test Preparation.** If study guides exist and are available for a particular phase of the examination, the City shall make the guides available for employees wishing to use them and/or advise employees which publications will be useful in studying for the examination.
5. **Examination Observer.** A neutral observer(s), who is not an employee of the City of Richmond, may be appointed by the RPOA to observe the process subject to the following conditions:
 - a) The observer must observe all candidates who participate in the specific portion of the examination that is to be observed, e.g. an observer sitting in on a particular panel's interviews must sit in on the interview of every candidate the panel reviews, not just specific candidates.

Similarly, if the observer wishes to review certain written test items, i.e., essay or in-basket, the observer must review all essays or in-baskets to be aware of the quality of the full range of responses the candidates have made. Such review of written test items must be requested before the items are removed from the City to be scored by a consultant.

- b) There shall be no more than one observer for any portion of the examination, i.e., if simultaneous interviews are being conducted, there would be an observer with each interview panel, but not more than one observer with each panel.
- c) The observer shall report to the City and the RPOA those examination process irregularities, if any, which appear to discriminate on the basis of race, sex, national origin, religion, age, or any other area protected by State or Federal law. The observer is not to comment on the ratings that individual raters make. I.e., infer that the test is biased because the panel's ratings are different than the

observer's.

- d) The observer will sign a City confidentiality statement promising not to disclose the contents of the test to any party. The observer may also be required to sign a separate confidentiality/test security agreement by a consultant conducting the test.
 - e) The observer shall not discuss the performance of an individual candidate, unless that candidate files a grievance alleging discrimination. In that case, the City, the Association, and the observer will meet to discuss the observer's observations regarding the candidate's performance.
 - f) The observer shall be present as the examination is conducted and during any briefing/training of raters in their roles.
 - g) If on site raters are utilized, the observer may review the final ratings of the candidates on the specific exercise they have observed. Such request to review ratings must be made before the exam materials are removed from the City by a consultant for grading.
 - h) The observer shall not talk, disrupt, provide clues to any candidates or raters during the examination process, interrupt proceedings in progress, or otherwise disturb the examination process. Any comments the observer wishes to make on the process shall be made as described in c. above (Section 28.5.c).
6. Examination Observer Selection. Observers for promotional examinations shall be selected on the basis of the following criteria:
- a) The observer shall be a law enforcement officer from a jurisdiction other than the City of Richmond and shall be at least of the rank being tested for, so as not to personally benefit from observing the examination.

28.1. EMPLOYMENT LIST FOR PROMOTIONAL EXAMINATIONS

In promotional examinations for sworn Police classifications (Sergeants only), the names of the candidates who have qualified (by passing an employment examination) will be placed in one of three ranges designated as Rank A, Rank B, or Rank C.

To be placed in Rank A, an employee must score 90% or greater on the employment examination. To be placed in Rank B, an employee must score between 80% and 89%. To be placed in Rank C, an employee must score between 70% and 79%. Any score below 70% will be a failing score and the employee will not be placed on the employment list.

The number of available eligible names certified to the Police Department from an employment list shall include all the names in Rank A. If there are fewer than three (3) more names available in Rank A than the number of vacancies to be filled, then all the names in

Rank B shall be certified to the Police Department along with the names in Rank A. If there are fewer than three (3) more names available in Ranks A and B combined than the number of vacancies to be filled, then all the names in Rank C shall be certified to the Police Department along with the names in Ranks A and B. For example, if there are four (4) vacancies, the Police Chief would be entitled to seven (7) names. If there are four (4) names in Rank A, one (1) name in Rank B, and five (5) names in Rank C, the Police Chief would receive Ranks A, B, and C.

Once the Police Chief has interviewed and/or selected from the rank(s) on the employment list received, the Police Chief will be provided the next rank (if it has not already been provided in accordance with the procedures outlined in the preceding paragraphs of Section 28.1.

If an employee in a rank is interviewed and not selected, the employee shall remain on the eligibility list in the same Rank. If the Chief receives an additional rank, the employee who was not previously selected from a higher rank, is still eligible for selection if additional vacancies become available.

The list received by the Chief of Police will be posted in the Police Department prior to interviews for the position. As additional lists are received by the Chief, they will be posted at that time. For example, the Chief may initially only receive Rank A. Therefore, only Rank A will be posted. As the Chief receives additional Ranks, those Ranks will be posted.

For the purposes of this Section, the provision of Section 28 of this Agreement shall be construed to limit the employee's right of selection of a representative to the extent that any agents, other than the Richmond Police Officers' Association, are specifically excluded from so acting.

29. TEMPORARY UPGRADE PAY

The Department may, in its sole discretion, assign employees to perform work in a higher classification. Such assignments shall be no longer than 960 hours unless extended by the Chief or designee. An employee so assigned shall be compensated at the step within the range of the higher classification that provides a minimum of five percent more than his/her salary as currently defined on the payroll system. Temporary Upgrade pay shall be paid for all assigned time worked in the higher classification. The department has the prerogative to return such employees to their regular classification at any time. Primary consideration for an acting assignment will be given to those Officers on an active promotional Sergeants list provided that they are currently performing their duties in a satisfactory manner and meeting departmental expectations.

If an Officer on the promotional Sergeants list is not selected to temporarily work as a Sergeant, at the Officer's request, Management will provide feedback regarding the reason(s) they were not selected.

The Department, at the Chief's discretion, may develop a list of desired qualifications for members to temporarily perform the duties of a Sergeant, in an effort to prepare those duties.

29.1. Any employee temporarily assigned and working in a higher classification who incurs an injury or illness which causes the employee to be absent from work, shall revert immediately to the employees regular classification, unless otherwise required by law, and shall not receive Temporary Upgrade pay for any time not actually worked.

30. PROCEDURES FOR GRIEVANCES

In order to establish a proper procedure to permit the hearing and resolution of grievances and to provide means for the resolution of grievances as rapidly as possible, the procedures set forth below shall apply:

Definition of Grievance: A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant except for the following: rejection from probation, performance evaluations, any exercise or lack of exercise of management rights, any complaint for which another avenue of appeal exists, and any claim of violation of law including the requirement to meet and confer under the Meyers-Milias-Brown Act. A grievance is also any dispute concerning a disciplinary action which results in loss of pay. A letter of reprimand may be grieved but only to Step 4 of the grievance procedure. No other disputes may be pursued through this grievance procedure.

30.1. TIME LIMITS

The employee and/or the Union must initiate a grievance as provided in Step 1 within fourteen (14) calendar days of the occurrence of the dispute or fourteen (14) calendar days from such time as the employee and/or the Union could have been aware of the problem. At each step, the City representatives shall have fourteen (14) calendar days to respond to the grievance. The employee shall have fourteen (14) calendar days from receiving notice of a rejected grievance to forward the grievance to the next higher step. These fourteen (14) calendar day limits may be extended by the mutual agreement of the parties. Failure of the employee to act within the specified time limits, unless such are extended, shall dismiss and nullify the grievance. Failure of the City to observe such time limits, unless such are extended, shall cause the grievance to be moved to the next higher step.

Electronic mail shall be considered an appropriate method of notice and/or response by either party in the grievance process.

STEP 1.

The employee and/or his/her representative shall present his/her grievance personally, in writing or orally, to his/her immediate supervisor. The written grievance must set forth the specific complaint and all pertinent facts. This step is not intended to preclude open and frank discussions between supervisors and subordinates before a grievance is filed. However, the time limits will not be extended during this discussion period unless both parties agree in writing. The supervisory disposition at each stage of the grievance process should be in writing.

STEP 2.

If the problem is not settled at this level, the employee and/or his/her representative shall submit his/her grievance in writing to his/her Captain. The Captain will allow full discussion of the grievance. If the grievance is rejected, they shall give to the employee and/or their representative the reason or reasons therefore.

STEP 3.

The employee and/or his/her representative may then have the grievance heard by the Deputy Chief. The Deputy Chief shall hear the grievance in the form of an appeal of the division head's written decision. All pertinent information shall be presented by the division head and the employee and/or his/her designated representative. The Deputy Chief shall allow full discussion of the grievance. If the grievance is rejected, they shall give in writing to the employee and/or their representative the reason or reasons therefore.

STEP 4.

The employee and/or his/her representative may then present the grievance to the Police Chief or his/her designee. At this meeting, the Police Chief, the employee and/or his/her representative, and other designated parties who have direct knowledge of circumstances related to the grievance may be present. After full discussion, the Police Chief or their designee shall advise the employee in writing of their decision and the reasons therefore.

STEP 5.

If the grievance remains, the employee and/or their designated representative may submit in writing the grievance to the City Manager and a meeting may be held with designated parties to air the complaint. If the City Manager or designee rejects the grievance, written notice of such rejection and the reasons shall be given to the employee.

STEP 6.

If the appealing employee has not obtained the redress or corrective action which they seek, the employee may submit their request for a hearing before the Personnel Board in accordance with Personnel Rule XI.

If a grievant is appealing discipline which has gone through the "Skelly meeting" process, the grievant may take the grievance directly to Step 6 of the grievance procedure.

30.2. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS: In those cases in which an employee elects to represent himself or arranges for other representation in a grievance concerning an alleged violation, misapplication or misinterpretation of this Agreement, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interest of its members in negotiated conditions of employment. In those cases in which an employee elects to represent himself or arranges for other representation in a

disciplinary appeal, the City will report the results of the appeal process to the Union.

30.3. BINDING ARBITRATION:

The following section entitled Binding Arbitration is agreed to by the Union and its members with full knowledge that they are waiving their rights, in the following circumstances, to a Personnel Board hearing as described in Personnel Rule IX, and in Article XIII Section 7(a).of the City Charter. Specifically, employees utilizing binding arbitration waive the right for a Personnel Board investigation, hearing, and recommendation to the City Manager.

- a) Definition. A grievance is defined for the purpose of binding arbitration to be a disciplinary termination of employment or a disciplinary action equivalent to suspension without pay for 40 hours or more.
- b) Request procedure. If an employee is dissatisfied with the decision of the City Manager's designee after receiving the decision from a Skelly meeting, the member may submit a written request for arbitration within ten (10) working days.
- c) Selection procedure. An impartial arbitrator shall be selected jointly by the City and the Union within ten (10) days of receipt of the request. By mutual agreement, the parties shall select the arbitrator. In the event the parties are unable to agree as to who shall be the arbitrator, they shall request the California State Conciliation Service to submit a list of five arbitrators. Each party shall in turn cross off one name on the list; the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be the arbitrator. The arbitrator shall have access to all written statements and documents relevant to the discipline. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be in writing and made in accordance with, and conformance to, the terms of this Memorandum of Understanding. Copies of the decision will be furnished to both parties.
- d) Costs. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the City and the Union. Each party, however, shall bear the cost of their own representation, including but not limited to the preparation of hearing and post hearing briefs, if any.

31. LAYOFF: The City Manager may layoff an employee from the Classified Service because of shortage of work, lack of funds, material change in duties or organization, return of an employee from a leave of absence, or for other valid reasons. All possibilities for a transfer must be exhausted before layoff.

31.1. At least two (2) weeks prior to the effective date of a proposed layoff, the department head shall notify the Director of HRMD of the proposed action with the reasons therefore, and shall submit at that time, a statement certifying in each case whether or not the services of the employee to be laid off have been satisfactory. A copy of such notice shall be given to

the employee affected.

31.2. Whenever the layoff of one or more employees shall become necessary, as defined in Article XIII of the Charter and this Section, such layoff shall be made within classification and department when employees with permanent appointments in the class are involved.

31.3. The order of layoff of employees with permanent appointments in the class shall be in the reverse order of total time served within that class upon the established date for the layoff to become effective. This will permit layoff to a lower classification, provided that the amount of time the employee has served in the higher classification, plus the amount of time the employee has served in the lower classification(s), exceeds the amount of time served in the lower classification(s) of at least one other employee.

31.4. No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional and probationary employees in that class have first been terminated.

31.5. The names of probationary employees and employees with permanent status who are laid off shall be placed on re-employment lists for the class from which they were laid off in the order of the total time served in that classification. Total time in such cases shall include time served on military leave of absence from the Classified Service.

31.6. The City will maintain its regular level of contribution towards health and life insurance benefits for one (1) month, in addition to any employer pre-paid coverage they may be eligible for, for any permanent employee who is laid off.

31.7. SEVERANCE PAY: A full-time permanent employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of six days of unused sick leave for each year of continuous service up to a maximum of thirty (30) days pay. Any such employee who is laid off and subsequently re-employed by the City shall only be entitled to receive severance pay for those work days during which the individual was not in an employment status.

Reinstatement from lay off is contingent on the employee first repaying any severance pay they are not entitled to.

31.8. SENIORITY Employees hired on the same date who have been employed previously as a full-time peace officer in the Highway Patrol, any California Sheriff's Department, any California Municipal Police Department, and/or the Bay Area Rapid Transit Police Department, shall have their order of seniority determined by the length of such prior full-time peace officer status. Employees hired on the same date who have not been previously employed as a full-time peace officer shall have their order of seniority determined by lot on their first day of employment. In any event, total City service time shall date from the date of hire with the City except as outlined in Section 31.9.

31.9. SENIORITY AFTER RE-EMPLOYMENT: A sworn officer who returns to City employment within two years of a prior resignation shall have credited up to two additional

calendar years of previously accrued seniority after completing one year of re-employment.

31.10. MANAGEMENT BUMPING: A former member of the bargaining unit who has been promoted to management will have the same bumping rights as described in 31.3.

32. SALARIES:

Effective the first full pay period in October, 2022, or the first full pay period following City Council adoption of this Agreement, whichever occurs later, the City will increase base wages by 4.0%.

Effective the first full pay period in January, 2023 the City will increase base wages by 2.0%.

Effective the first full pay period in July, 2023, the City will increase base wages by 2.0%.

Effective the first full pay period in January, 2024, the City will increase base wages by 6.0%.

Effective the first full pay period in July, 2024, the City will increase base wages by 2.0%.

Effective the first full pay period in January, 2025, the City will increase base wages by 4.0%.

32.1. SUPPLEMENTAL PAY: Police Officers and Police Sergeants shall receive five percent (5%) additional pay when assigned to swing shift and seven and one-half percent (7.5%) when assigned to graveyard shift. Day shift will be applied when a regular shift begins at 6:00 am or later. Swing shift starts at 2:00 pm Monday through Thursday and 1:00 pm Friday through Sunday. Graveyard shift will be applied when a regular shift begins at 9:00 pm or later except for Fridays, Saturdays and Sundays with twelve and one-half (12.5) hour shifts that begin at 7:00 pm shall also be paid at the graveyard shift rate. These differentials shall also apply to all probationary Police Officers when they are working without a Field Training Officer.

32.2. RETIREMENT: The Public Employees' Pension Reform Act (PEPRA) calls for employees to pay at least 50% of normal pension cost (the maximum contribution that can be imposed on safety is 12%).

As of 9/01/15, RPOA members will be paying the full pension cost (12%) that PEPRA currently requires. If the law is modified, repealed, and/or amended, and the City is not legally mandated to require safety members to pay 50% of normal pension cost, the City agrees that the additional 3% in pension cost that RPOA members are contributing, will be reverted to salary for all members.

32.3. BILINGUAL PAY: Positions certified by HRMD as bilingual shall receive 2% (of base pay) additional compensation. Said pay shall commence upon appointment as a sworn officer and certified by HRMD.

32.4. SALARY DESIGNATIONS: The salaries herein established are on a monthly basis, except as where otherwise designated.

32.5. ADVANCEMENTS AND PROMOTIONS: Salary advancements shall be made in conformance with the salary plan contained within this MOU and in conformance with the provisions of the City Charter and Personnel Rules as these relate to salary advancement and employee promotion.

32.6. EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES: An employee occupying a position which is reallocated to another classification, the maximum salary for which is less than the maximum salary for the incumbent's present classification, shall continue to receive their present salary. An employee occupying a position in a classification, the maximum salary rate for which is reduced, shall continue to receive their present salary. Such continuation of present salaries shall each be designated as a "Y" rate. When an employee on a "Y" rate vacates their position, subsequent appointments to that position shall be made in accord with the salary ranges established by this MOU. "Y" rating does not apply to classification changes due to a reduction in force (layoff).

When the classification's salary range increases to the level of the employee's "Y" rated salary, the employee will once again be eligible for salary increases through both merit and across the board increases, not to exceed the top step of the salary range.

32.7. ELIGIBILITY FOR SALARY ADVANCEMENT: Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of their classification, except where such employee is in a class for which there is a single rate of pay. Annual advancement shall not be automatic, but shall depend upon the increased value of an employee to the City as reflected by the recommendation of their supervisor and their Department Head and all other pertinent evidence.

Exceptionally meritorious service shall be considered adequate grounds for consideration for advancement even though such service is of less than one year's duration. Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the Classified Service for good and sufficient reasons.

32.8. PROMOTION - EFFECT UPON RATE OF COMPENSATION: Whenever an employee is promoted to a higher class, she/he shall be entitled to receive in the new position the nearest higher monthly salary in the salary range which attaches to the higher class.

32.9. DEMOTION

The rate of compensation to be paid in all cases of demotion, whether voluntary, disciplinary, for incompetence, or in lieu of layoff, shall be determined by the City Manager, based upon the recommendations of the Department Head and the Director of HRMD.

32.10. EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON SALARY ADVANCEMENT

An employee who has taken leave of absence without pay for a total of thirty (30) days or more within a given service year shall have their anniversary date set back by the time in

excess of thirty days.

Leave of absence for a period totaling less than thirty days in the given service year shall have no effect upon the employee's anniversary date.

32.11. POLICE TRAINING OFFICER (PTO)

While assigned to train recruit officers, PTOs shall receive six (6) hours of overtime for every forty (40) hour block of training each week. Substitute PTOs who are required to train recruit officers on a day-by-day basis due to the absence of the regularly assigned PTO, shall receive one (1) hour of overtime for each full day (10 hours) of completed recruit training and the assigned PTO shall receive one (1) hour of overtime for each full day of completed recruit training that took place during that week. Officers assigned to train Reserve Officers shall also be compensated with six (6) hours of overtime at the completion of each forty (40) hour block of training certified to the Reserve Coordinator. Additional overtime compensation can be granted by the PTO Coordinator or Watch Commander when specific training needs have been identified. PTOs assigned to the Orientation Program shall receive six (6) hours of overtime for every forty (40) hour block of training each week.

32.12. CANINE HANDLING DUTY

RPOA employees assigned to the Canine Unit may be assigned to a variety of previously agreed upon work schedules, including 5/8, 4/10 or 3/12.5 schedule. Employees will be paid overtime compensation under the MOU for hours worked in excess of their regularly assigned schedule consistent with a 28-day work period under Section 7(k) of the FLSA.

Employees assigned to perform canine handling duties will be provided four (4) hours of paid, but unscheduled time per week, to perform and complete all aspects related to the care, feeding, training, grooming, kenneling, transporting, exercise, and any other necessary care or maintenance of canines. In accordance with the FLSA, the parties estimated and agree that four (4) hours per week constitutes a reasonable amount of time for employees to perform such duties. The parties further agree that any time spent in excess of such time is not reasonably necessary and is accordingly not authorized.

The City has established accounts with veterinarian(s) and shall pay all veterinary bills related to care and maintenance of City-owned police canines. The City will provide food and/or supplies necessary for the care and maintenance of City-owned police canines. For those items not provided directly by the City, the City will establish an account with an animal feed and supply outlet. Employees assigned to perform canine handling duties will be permitted to purchase pre-approved items for the care and maintenance of City-owned police canines on the City's account.

33. LONGEVITY

Police Officers and Police Sergeants who have completed their fifth (5th) year of sworn service with the Richmond Police Department shall receive two percent (2%) additional pay. Police Officers and Police Sergeants who have completed their tenth (10th) year of sworn

service with the Richmond Police Department shall receive two percent (2%) additional pay for a total of four percent (4%). Police Officers and Police Sergeants who have completed their fifteenth (15th) year of sworn service with the Richmond Police Department shall receive three percent (3%) additional pay for a total of seven percent (7%). Police Officers and Police Sergeants who have completed their twenty-fifth (25th) year of sworn service with the Richmond Police Department shall receive two percent (2%) additional pay for a total of nine percent (9%).

33.1. LONGEVITY - LATERAL TRANSFERS

Police Officers who laterally transfer from another law enforcement agency shall be able to apply up to five years of previous law enforcement experience towards years of service relative to qualifying for longevity increases to base salary once the member has passed probation.

34. RETIREMENT PLAN

Each classic employee shall pay his or her own CalPERS retirement contribution which is twelve percent (12%) of pensionable compensation. The City will take appropriate steps to implement the provisions of Internal Revenue Code Section 414 (h)(2) relative to employee-paid CALPERS contributions.

34.1. RETIREMENT FORMULAS

The retirement formula for bargaining unit members designated as “classic” (as determined by CalPERS), is three percent (3%) @50. The Public Employees’ Pension Reform Act (PEPRA) calls for employees to pay at least fifty percent (50%) of normal pension cost [the maximum contribution that can be imposed on safety is twelve percent (12%)]. As of July 1, 2015, all “classic” members are required to pay the full twelve percent (12%) employee contribution (see MOU Section 34.6). Effective January 1, 2014, the retirement formula for bargaining unit members designated as “new” (as determined by CalPERS) is two and seven-tenths percent (2.7%) @57. All “new” members are required to pay full twelve and a half percent (12.5%) employee contribution allowed for under PEPRA.

These formulas shall be designated as a reasonable pension by the City.

34.2. Effective July 1, 2005, the City shall stop contributing any portion of the employee’s share of CalPERS retirement, and will cease reporting the value of Employee Paid Member Contribution (EPMC) as special compensation. Employees shall thereafter be responsible for paying the full amount of their required CALPERS contribution.

34.3. Members of the bargaining unit may apply for military service credit directly to CALPERS.

34.4. Members of the bargaining unit upon retirement may have their sick leave balance credited towards years of service, unless they choose to exercise the sixty percent (60%) sick leave buy-out option.

34.5. Effective July 1, 1995, the City implemented Government Code Section 20023(c)(4) [superseded by Government Code Section 20636(c)(4)] pursuant to Section 20615 [superseded by Government Code Section 20691], entailing reporting the employer paid member contributions to CALPERS as special compensation.

35. PROBATIONARY PERIOD

35.1. PURPOSE OF THE PROBATIONARY PERIOD

The probationary period is a basic part of the employee selection process and shall be used for close observation of the employee's work and conduct, for securing the most effective adjustment of a new employee to their position, and for rejecting any probationary employee whose performance clearly does not meet the minimum standards of work production, conduct, fitness, and/or development which are required.

35.2. LENGTH OF PROBATIONARY PERIOD

All appointments made from eligible lists to permanent positions shall be tentative and subject to a probationary period. With the approval of the Director of HRMD and City Manager, continuous temporary service prior to appointment from an appropriate eligible list may be counted as part of the probationary period provided that the temporary service was in the same class and the same position to which the probationary appointment is made. The probationary period shall be one year from the date the employee successfully completes the field training program. The Department Head may request that a probationer may be granted her/his permanent status in less than twelve (12) months or extend the probationary period by up to twelve (12) months. This provision shall not apply to members on promotional probation or those members who laterally transfer to the City of Richmond from another law enforcement agency. The RPOA shall be notified if an employee's probationary period is extended.

35.3. REJECTION DURING PROBATIONARY PERIOD

During the probationary period, any probationary employee may be rejected at any time by the Department Head. Notification of rejection in writing and reasons for rejection shall be served upon the probationer and a copy filed with the Director of HRMD. Rejection during probation is not subject to the grievance procedure included within this MOU.

35.4. REJECTION OF PROBATIONER FOLLOWING PROMOTION

Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which they were appointed unless charges are filed and they are discharged in the manner provided in Article XIII of the City Charter and the Personnel Rules. Rejection during probation is not subject to the grievance procedure included within this MOU.

35.5. PROBATIONARY PERFORMANCE REPORTS

35.5.1. It shall be the duty of each Department Head during the probationary period of each employee in their organization to investigate thoroughly the probationer's adjustment, general acceptability, and performance to determine whether or not the probationer is fully qualified for permanent appointment. The Department Head shall be responsible for reports on the probationer's performance and conduct at the completion of every three (3) calendar months during the probationary period, and within ten days of the end of the probationary period, or more frequently if deemed desirable by the Department Head. Such reports will be reviewed with the probationary employee by the rater. The Department Head or designee shall give a copy of the report to the probationary employee.

35.5.2. The final probationary report on each probationary employee shall include the Department Head's recommendation to the City Manager either to retain or reject the probationer.

35.6. EFFECT ON LEAVES OF ABSENCE ON PROBATIONARY PERIOD

The probationary period of a given employee shall be extended by the time equal to the time she/he has been on paid administrative leave pending investigation or other leave of absence, other than sick leave, compensation leave, vacation, or holiday leave during this probationary period.

36. PART-TIME EMPLOYEES

If the City determines to hire part-time officers, it will notify the Union in advance of hiring, and meet and confer over the Union's proposal for prorated benefits for part-time officers.

37. CITY RIGHTS

The RPOA recognizes the authority of the Chief of Police as described in Section 206.00 of the Richmond Police Department Operations Manual. This in no way removes or limits the rights contained in section 30 of this MOU.

38. MEYERS-MILIAS-BROWN ACT (MMBA) NOTICE

Pursuant to the MMBA, the City shall give reasonable written notice, to the RPOA President, via electronic mail, of all proposed changes in matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. This includes any ordinance, rule, resolution, policy, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and/or Police Department.

39. SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance enforcement of any provision shall be restrained by

any tribunal, the remainder of this Agreement shall not be affected thereby.

Dated: _____

FOR THE RPOA:

FOR THE CITY:

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