

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**CITY OF REDDING**

**AND THE**

**UNITED PUBLIC EMPLOYEES OF CALIFORNIA**  
**LOCAL 792**

**REDDING FIRE MANAGEMENT UNIT**

**July 18, 2018**

**Through**

**May 20, 2020**

## TABLE OF CONTENTS

<b>ARTICLE 1: PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 2: RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 3: CITY RIGHTS.....</b>	<b>2</b>
<b>ARTICLE 4: UNION RIGHTS .....</b>	<b>2</b>
<b>ARTICLE 5: CONCERTED ACTIVITIES.....</b>	<b>2</b>
<b>ARTICLE 6: UNION SECURITY.....</b>	<b>3</b>
<b>ARTICLE 7: GRIEVANCE AND DISCIPLINARY PROCEDURE.....</b>	<b>3</b>
<b>ARTICLE 8: INDUSTRIAL DISABILITY .....</b>	<b>5</b>
<b>ARTICLE 9: EMPLOYEE STATUS.....</b>	<b>5</b>
<b>ARTICLE 10: COMPENSATION AND CLASSIFICATION .....</b>	<b>6</b>
<b>ARTICLE 11: HOURS AND OVERTIME.....</b>	<b>7</b>
<b>ARTICLE 12: SICK LEAVE.....</b>	<b>8</b>
<b>ARTICLE 13: VACATIONS.....</b>	<b>9</b>
<b>ARTICLE 14: HOLIDAYS .....</b>	<b>11</b>
<b>ARTICLE 15: ADMINISTRATIVE LEAVE .....</b>	<b>12</b>
<b>ARTICLE 16 SENIORITY.....</b>	<b>13</b>
<b>ARTICLE 17: PROMOTION AND TRANSFER .....</b>	<b>13</b>
<b>ARTICLE 18: DEMOTION AND LAYOFF .....</b>	<b>13</b>
<b>ARTICLE 19: LEAVES .....</b>	<b>14</b>
<b>ARTICLE 20: EXPENSES AND UNIFORM ALLOWANCE.....</b>	<b>14</b>

<b>ARTICLE 21: FUNERAL/BEREAVEMENT LEAVE .....</b>	<b>15</b>
<b>ARTICLE 22: JURY/WITNESS DUTY .....</b>	<b>16</b>
<b>ARTICLE 23: DISABILITY AND UNEMPLOYMENT .....</b>	<b>16</b>
<b>ARTICLE 24: EMPLOYEE GROUP HEALTH &amp; WELFARE INSURANCE BENEFITS .....</b>	<b>16</b>
<b>ARTICLE 25: RETIREMENT PROGRAM.....</b>	<b>19</b>
<b>ARTICLE 26: CONTINUING EDUCATION .....</b>	<b>20</b>
<b>ARTICLE 27: SAVINGS PROVISION.....</b>	<b>20</b>
<b>ARTICLE 28: FULL UNDERSTANDING, MODIFICATION, WAIVER .....</b>	<b>20</b>

## **ARTICLE 1 PREAMBLE**

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

1.2 It is the policy of the City and Union not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee race, color, sex, sexual orientation, citizenship status, marital status, ethnicity, age (for people 40 and older), religion, gender identity, gender expression, genetic information, national origin and ancestry, political affiliation, creed, military or veteran status, physical disability, mental disability, medical condition or any other characteristic protected by state or federal law.

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

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

## **ARTICLE 2 RECOGNITION**

2.1 The City recognizes United Public Employees of California- Local 792 as the “Exclusive Representative” of the Redding Fire Management Unit of employees of the City who hold a classification listed on Exhibit “A” of this Memorandum of Understanding.

2.2 The Union does not represent retirees, nor can the Union bargain for or file grievances on behalf of retirees. However, the Union may file a grievance on behalf of a current employee who becomes a retiree prior to resolution of the grievance.

2.3 The City will make any changes to benefits due to employees who retire from City service at the same time changes are applied to the bargaining unit recognized pursuant to this article following appropriate meet and confer procedures.

2.4 Whenever any employee is absent from work as a result of a formal request by the Union’s Business Manager and is engaged in official Union business, not related to the City of Redding Union recognition or the meet and confer process, the City shall pay for all regular time lost and shall be reimbursed by the Union at the rate of one hundred and fifty percent (150%) of the employee’s regular wage rate.

2.5 The provisions of this Memorandum of Understanding shall apply only to those employees of the City of Redding in this unit, except as otherwise specifically set forth in this Memorandum of Understanding.

### **ARTICLE 3 CITY RIGHTS**

3.1 The Union recognizes and accepts the right of City of Redding management to manage the City. The City, through its department heads, retains solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding and the right to take action on all issues which are outside of the scope of bargaining, including its exclusive rights and authority under Federal law, State law, or the Redding Municipal Code. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the City include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish job classifications, departments and facilities in whole or in part; to privately contract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force (through layoff), and determine the number of employees needed; to create and maintain work standards, schedules of operation and reasonable work load; to hire, promote, demote, transfer, suspend and discipline or discharge employees for just cause; to implement a mandatory furlough program during a fiscal emergency; to specify or assign work requirements consistent with classification specifications and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violations; to determine the type and scope of work to be performed and the services to be provided; to establish new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Exercise of City rights shall be subject to the terms of this Agreement.

### **ARTICLE 4 UNION RIGHTS**

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

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

4.3 Any employee, at the employee's request, shall be permitted representation by a Union representative on any grievance or disciplinary matter providing there is no unreasonable delay in obtaining representation. In particular, the parties acknowledge the provisions of California Government Title 1, Division 4 Sections 3250-3262 as it exists or may be subsequently amended by the California Legislature.

### **ARTICLE 5 CONCERTED ACTIVITIES**

5.1 The duties performed by employees of the City as part of their employment pertain to and are essential to the operation of a municipality and the welfare of the public. During the term of this Memorandum of Understanding, employees shall not partially or totally abstain from the performance of their duties for the City during or outside of regular work hours. The Union shall not call upon or

authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities and the City shall not cause any lockout. Those employees who do individually or collectively, partially or totally abstain from the performance of their duties for the City shall be subject to disciplinary action up to and including discharge from employment without recourse.

## **ARTICLE 6 UNION SECURITY**

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

6.2 Deductions shall be made from each payroll period and a transmittal for the total deductions shall be made via Automated Clearing House (ACH) deposit to the UPEC Redding Fire Managers Union within five (5) working days of the date the deductions are withheld from the employee's check. Deductions may include individual insurance and benefit programs.

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

6.4 Indemnity and Refund – Within thirty (30) days of the execution of this Memorandum of Understanding, the Union shall file with the City an Indemnity Statement wherein the Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

## **ARTICLE 7 GRIEVANCE AND DISCIPLINARY PROCEDURE**

7.1 A grievance shall be defined as an allegation by the Union of a misinterpretation, misapplication or violation of a particular provision of this MOU. Any grievance, which may arise between the Union and the City, with respect to the interpretation or application of any of the terms of this Memorandum of Understanding shall be determined by the provisions of this Article, except that such matters as are included in the definition of impasse as set forth in Resolution No. 2012-091 are not a grievance. Probationary employees are not entitled to invoke the Grievance Procedure with regard to matters of discharge or demotion. This shall not prevent a Probationary employee from exercising any other rights under this procedure. Every employee designated by the City to hear grievances shall have the authority to settle them.

This procedure shall also be used to grieve the imposition of any discipline involving more than a written reprimand (i.e. discharge, demotion, suspension or loss of pay): 1) Discipline grievances must be filed within ten (10) calendar days of receiving a Notice of Discipline; and 2) Discipline grievance shall start at Step 2 of this procedure and may continue to Step 6.

7.2 Step One: The initial step in the resolution of a grievance shall be a discussion between the employee and the employee's immediate supervisor, who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. This step may be taken during the working hours of the employee.

7.3 Step Two: If a grievance is not resolved in the initial step, the second step shall be a written presentation of the grievance, in writing, to the Fire Chief, who will answer, in writing, within 10 (ten) calendar days. This step shall be taken within ten (10) calendar days of the date of the answer to Step One.

7.4 Step Three: If a grievance is not resolved in the second step, the third step shall be a written presentation of the grievance, in writing, to the Personnel Director, who shall answer, in writing, within ten (10) calendar days. This step shall be taken within ten (10) calendar days of the date of the answer to Step Two.

7.5 Step Four: If a grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance, in writing, to the City Manager, or designee, who shall answer, in writing, within ten (10) calendar days. This step shall be taken within ten (10) calendar days of the date of the answer to Step Three.

7.6 Step Five: If a grievance is not resolved in the fourth step, the fifth step shall be referral of the matter to mediation by either party within twenty (20) calendar days of the answer to Step Four. Whenever a grievance is referred to mediation, either the Union or the City may request, in writing, that the California State Mediation and Conciliation Service refer a state mediator. The mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Six shall not occur until a mediator has released the parties from the mediation process.

7.7 Step Six: If a grievance is not resolved in the fifth step of this procedure, the sixth step shall be referral by either the City, or the Union, to arbitration within twenty (20) calendar days of the date of the answer in Step Five.

7.8 An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the City and Union. In the event that the City and Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons for arbitrator. The City and the Union each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and the arbitrator's compensation and expenses shall be borne equally by the City and Union. The City and Union shall pay the compensation and expenses of their respective appointees and witnesses. At the Union's request, the City shall release employees from duty to participate in arbitration proceedings.

7.9 The arbitrator shall hold such hearings and shall consider such evidence as appears necessary and proper, or as may be stipulated by the parties. The arbitrator shall be fully vested with the power to render a decision regarding interpretation of the contract, which decision shall be binding on both parties. However, the arbitrator may only order remedies that are either stipulated for consideration by the parties or available to the Union pursuant to the terms of the MOU. The arbitrator may order the City to cease and desist from any conduct determined to be in violation of the MOU, but in no event shall the arbitrator have authority to exercise management rights reserved to the City as a remedy. The first hearing should be held within ninety (90) days of the date of referral to arbitration. Following the hearings and prior to the arbitrator's final decision, the arbitrator shall submit a proposed decision to the parties for their review and the opportunity to simultaneously submit additional written argument prior to the arbitrator's decision becoming final and binding on the parties. Any additional argument submitted by either party shall be submitted to the arbitrator and the other party. Thereafter, the

decision of the arbitrator shall be final and binding on City and Union provided that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

7.10 Failure by the Union to meet any of the above listed time limits in Sections 7.2, 7.3, 7.4, 7.5, 7.6, or 7.7, will result in forfeiture. Failure by the City to meet any of the above listed time limits in Sections 7.2, 7.3, 7.4, 7.5, 7.6, or 7.7, will allow the Union to go forward with the grievance to the next step of the established procedures, except, however, that the above listed time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

## **ARTICLE 8 INDUSTRIAL DISABILITY**

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

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

8.3 Vacation and sick leave shall accrue while an employee is absent from work and receiving the supplemental benefits as set forth in Section 4850 of the Labor Code of the State of California. Regular employees while receiving Workers' Compensation temporary disability benefits, may, at their option, maintain their group health and welfare insurance coverage for up to a maximum of a cumulative total of three (3) years, which includes one (1) year of 4850 paid time, providing the employee pays his or her share of the monthly premium to the City of Redding City Treasurer on or before the first day of the month for which the premium is intended. Holidays which occur during the period for which an employee is receiving temporary disability compensation shall not be recognized for compensation purposes.

## **ARTICLE 9 EMPLOYEE STATUS**

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

**9.2** A **Temporary** employee (status code 9) is defined as an employee hired for temporary, occasional or seasonal work for a period not to exceed 1,000 hours in a fiscal year. A status 9 employee works on-call, seasonal, intermittent or on an irregular schedule for a period not to exceed one thousand (1,000) hours per fiscal year. A Temporary employee shall receive not less than the minimum rate for the job, but shall not be eligible for sick leave pay, holiday pay, vacation pay, or other items as outlined in this document, nor shall the employee accrue seniority, or promotion and

transfer rights, or leave of absence rights. If a Temporary employee moves to another status, the employee shall not be credited with the employee's service as a Temporary employee in determining eligibility for benefits.

**9.3 Probationary Periods:** Regular employees shall serve a probationary period of one (1) year upon initial appointment to each status. Such probationary period is considered to be a continuation of the selection process and employees may be terminated from employment or demoted at any time without recourse, pursuant to the grievance procedure. The probationary period will start over for any employee who transfers to another position during the probationary period. The probationary period may be extended at the City's sole discretion in circumstances where further evaluation of the employee is necessary. Employees serving their initial probationary period shall not be eligible for leave of absence or supplemental benefits for industrial injury. Temporary employees do not serve a probationary period, as the appointment is temporary by definition and can be terminated at any time.

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

## **ARTICLE 10 COMPENSATION AND CLASSIFICATION**

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

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

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

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

10.5 Fire Management employees education incentive levels will be additive Depending on the number of levels of educational achievement and professional certifications obtained, employees may earn up to a total maximum incentive of 10.5%.

A. **Educational Incentive.** Educational Incentive shall be paid to those employees who qualify as follows and be included in the regular rate of pay.

PAY	REQUIREMENTS
2.5% Plus \$100	Bachelor of Arts or Science degree or 120 semester units
2.5% Plus \$100	Master's degree

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

B. **Professional Certificate Incentive.** Certificate Incentive shall be paid to those employees who qualify as follows and be included in the regular rate of pay.

PAY	REQUIREMENTS Office of the State Fire Marshall (OSFM)
2.5%	Fire Officer Certificate or Company Officer Certification
2.5%	Chief Officer Certificate or Chief Fire Officer Certification
2.5%	Executive Fire Officer Certificate or National Fire Academy Executive Fire Officer Certification
2.5%	Inspector II Certification and Plans Examiner Certification
3%	SCHMRT

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

## ARTICLE 11 HOURS AND OVERTIME

11.1 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday. The basic workweek may begin on any day of the week and at any hour of the day during the workweek. Shift employees may be assigned any hour and/or days of work.

11.2 Exempt employees shall not receive any compensation for overtime work, except for the following reasons:

DESCRIPTION	TIMES BASE PAY RATE	TIMES BASE PAY RATE FOR
-------------	---------------------	-------------------------

		<b>FOR SHIFT EMPLOYEES</b>	<b>NON-SHIFT EMPLOYEES</b>
<b>A</b>	Assigned to state or Federal service on a non-work day.	1 ½ Times	1 ½ Times
<b>B</b>	Assigned to work for another Battalion Chief who is working in state service on a regularly scheduled workday.	1 ½ Times	1.07 Times
<b>C</b>	Working to cover for a Deputy Fire Chief or Battalion Chief absent from a regularly scheduled shift.	1 ½ Times	1.07 Times
<b>D</b>	Responding to an emergency incident as assigned, outside of normal scheduled work hours. (Time during the emergency incident only.)	1 ½ Times	1.07 Times

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

11.4 Whenever employees are required to change work schedules from forty (40) to fifty-six (56) hours or vice versa, the employee’s vacation and sick leave balances will be adjusted accordingly by applying the following formula:

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

## **ARTICLE 12 SICK LEAVE**

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

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

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

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

12.3 The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination at City expense by a physician or physicians approved by City for the purpose of determining that such employee is fit and able to perform the duties of the employee's former position without hazard to the employee, fellow employees, or the employee's own permanent health.

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

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

12.6 Any employee who after ten (10) years but less than fifteen (15) years of continuous service to the City terminates employment shall be paid at the employee's regular pay rate for thirty-three and one-third percent (33 1/3%) of the employee's accumulated sick leave hours. For employees with fifteen (15) years but less than twenty (20) years of continuous service, the percentage set forth above shall be increased to forty-five percent (45%). For employees with twenty (20) years or more continuous service, the percentage set forth above shall be increased to sixty percent (60%).

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

## **ARTICLE 13 VACATIONS**

13.1 Regular employees shall accrue vacations, based on the length of their continuous service measured from their date of employment, with pay up to a maximum of 500 hours for forty (40) hour workweek personnel and 700 hours for twenty-four (24) hour shift personnel. For each regular hour worked, or on paid leave, as follows:

	<b>ACCRUAL RATE PER HOUR</b>	<b>FROM</b>	<b>THROUGH PAY PERIOD</b>	<b>APPROXIMATE ACCRUAL RATE</b>	<b>YEARS OF SERVICE</b>
<b>A</b>	.039	Date of Employment	104 <sup>th</sup>	2 weeks	1-4

<b>B</b>	.058	105 <sup>th</sup>	234 <sup>th</sup>	3 weeks	After 4
<b>C</b>	.068	235 <sup>th</sup>	364 <sup>th</sup>	3 ½ weeks	After 9
<b>D</b>	.077	365 <sup>th</sup>	494 <sup>th</sup>	4 weeks	After 14
<b>E</b>	.087	495 <sup>th</sup>	624 <sup>th</sup>	4 ½ weeks	After 19
<b>F</b>	.096	625 <sup>th</sup>	--	5 weeks	After 24

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

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

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

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

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

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

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

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

13.10 Employees may elect to receive compensation for accumulated vacation hours during any fiscal year as follows:

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

13.11 Employees may contribute their earned vacation hours to an employee approved for the vacation donation program. Vacation is donated and granted on the basis of the dollar value of the donor's base pay rate. For vacation donation eligibility refer to the guidelines under the Employment and Benefit Policies for Unpresented Employees.

## ARTICLE 14 HOLIDAYS

14.1 Regular forty hour (40) workweek employees shall be entitled to have the following holiday time off with pay:

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

14.2 If any of the holidays listed above fall on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday.

If any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday.

If any of the holidays listed above fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive

another workday off with pay, to be scheduled in the same manner as vacation days are normally scheduled.

14.3 An employee may observe the employee’s birthday holiday on the employee’s birthday or anytime during the pay period in which the birthday occurs, or the holiday may be deferred and scheduled as vacations are normally scheduled. Floating holidays shall be scheduled by employees and the employee’s supervisor in the same manner as vacations are normally scheduled. When an employee works on their birthday, the employee shall receive pay at the regular rate of pay. Birthday holiday pay is not considered reportable compensation and will not be reported to CalPERS. When an employee is required to work on a floating holiday the employee shall receive pay at the straight time rate.

14.4 Employees may be scheduled to work on fixed holidays. In that event, the holiday will be deferred and scheduled as vacations are normally scheduled.

14.5 Regular and probationary twenty-four (24) hour shift employees shall receive fifteen and two-tenths (15.2) hours of holiday compensation, maximum of 152 hours per year, on those fixed holidays as designated in paragraph 14.1, payable in the pay period in which the holiday falls.

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

## **ARTICLE 15 ADMINISTRATIVE LEAVE**

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

<b>ADMINISTRATIVE LEAVE MAY BE GRANTED TO:</b>	<b>WITH FIRE CHIEF APPROVAL</b>	<b>WITHCITY MANAGER APPROVAL</b>
Forty (40) hours workweek employees::	<b>40 Hours</b>	<b>80 Hours</b>
Employees who normally work a 24-hour shift:	<b>56 Hours</b>	<b>112 Hours</b>

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

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

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

15.5 Administrative leave may not be taken for the purpose of outside employment or for self employment.

## **ARTICLE 16 SENIORITY**

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

## **ARTICLE 17 PROMOTION AND TRANSFER**

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

17.2 Promotional appointments will be probationary for one (1) full year.

## **ARTICLE 18 DEMOTION AND LAYOFF**

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

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

18.3 Laid-off employees shall be kept on a reemployment list for a period of -one (1) year from the date of layoff, and shall have preferential rehire rights to the class from which the employee was laid off in the reverse order of layoff. Whenever it becomes necessary for the City to notify a laid-off-employee of a reemployment opportunity, the City shall do so by use of registered mail to the employee's last known address as supplied by the employee. Reemployment shall be based upon the laid-off employee's ability to meet current employment standards. If an employee does not accept reemployment, the employee's name shall be removed from the reemployment list and the employee shall no longer have reemployment

rights. If a laid-off employee is subsequently re-hired off a reemployment list into a classification covered under the terms of this Memorandum of Understanding, the employee's unpaid sick leave balance, original hire date, and vacation accrual rate will be reinstated.

## **ARTICLE 19 LEAVES**

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

- (a) A leave will commence on and include the first workday on which the employee is absent, and terminates with and includes the workday preceding the day the employee returns to work.
- (b) All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of a leave of absence. An employee is required to submit medical certifications as to the conditions necessitating the leave if the leave is a result of exhaustion of sick leave. If the leave should exceed the initial request, the employee is responsible for requesting additional time off and providing current medical certifications and return to work dates. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions, providing that the employee is capable of performing the duties of the employee's former position, except that if there has been a reduction of forces or the employee's position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on a leave of absence.
- (c) An employee's status as a Regular employee will not be impaired by a leave of absence and the employee's seniority will accrue.
- (d) If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other employment without prior City approval while on leave, the employee will thereby forfeit the leave of absence and employment with the City may be terminated.
- (e) An employee on a leave of absence as provided here shall not accrue vacation or sick leave benefits nor maintain group health and welfare insurance coverage. An employee may, if eligible, maintain group insurance coverage at the employee's expense providing the full monthly premium is received by the City Treasurer on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the leave of absence is as a result of exhaustion of sick leave benefits, an employee's group health insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays his/her employee's share of the premium on a timely basis.

## **ARTICLE 20 EXPENSES AND UNIFORM ALLOWANCE**

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

20.2 The City shall pay the reasonable cost of repair or a prorated replacement of uniforms, glasses, watches or other personal property up to three hundred dollars (\$300.00) damaged in the course of employment. Personal property will be limited to items reasonably necessary for the employee to have while on duty to perform their job function. This provision does not apply to items lost or damaged as a result of negligence of the employee.

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

<b>CLASSIFICATION</b>	<b>AMOUNT</b>
Deputy Fire Chief	<b>\$900</b>
Fire Battalion/Division Chief	<b>\$900</b>
Assistant Fire Marshal	<b>\$900</b>

20.4 The annual uniform allowance will be paid in equally divided installments on a bi-weekly basis with the City's regular payroll processing. Newly hired employees will receive the full amount indicated above. In July following the new employee's hire date, regardless of time with the respective department, the employee will begin receiving bi-weekly installments with the regular payroll.

## **ARTICLE 21 FUNERAL/BEREAVEMENT LEAVE**

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

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

21.3 Forty hour (40) workweek employees who are absent from work to attend the funeral of a person other than an immediate family member shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed one (1) regularly scheduled work day per incident. A maximum of twenty-four (24) hours (or 3 days) may be utilized for this type of leave in a calendar year; seventy-two (72) hours for employees who work twenty-four (24) hour shifts.

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

## **ARTICLE 22 JURY/WITNESS DUTY**

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

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

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

## **ARTICLE 23 DISABILITY AND UNEMPLOYMENT**

23.1 An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within their ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the City. Such employee shall be compensated at the current rate of pay of their regular classification while engaged in such temporary duties. The City may require an employee requesting to return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by the City for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of their position without hazard to himself/herself, or to their fellow employees, or to their own permanent health.

23.2 Vacation and sick leave shall be accrued and group insurance coverage shall be maintained while a regular employee is absent from work as a result of a job related disability and receiving the supplemental benefits to Workers' Compensation temporary disability compensation as set forth in Section 4850 of the Labor Code of the State of California for the period of such disability, but not exceeding one (1) year. Employees who are not entitled to the benefits as set forth in Section 4850 of the Labor Code of the State of California but who are receiving Workers' Compensation temporary disability benefits, may, nevertheless, at their option, maintain their group health and welfare insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of three (3) years, which includes one (1) year of Section 4850 paid time, providing the employee pays his or her share of the monthly premium to the City of Redding on or before the first day of the month for which the premium is intended. Holidays which occur during the period for which an employee is receiving temporary disability compensation shall not be recognized by such employee for compensation purposes.

## **ARTICLE 24 EMPLOYEE GROUP HEALTH & WELFARE INSURANCE BENEFITS**

24.1 Regular employees are eligible to participate in the City's group health and welfare insurance benefit program, which includes the medical, prescription, dental, vision, life and long term disability insurance plans, effective the first day of employment. The City shall pay the cost of the program for Regular employees and dependents as indicated below. Benefit highlights include:

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

(b) **Health Benefits:** The City’s contribution toward the monthly group health and welfare insurance composite premium rate shall be ninety percent (90%) and the employee will begin paying ten percent (10%) of the rate through a bi-weekly payroll deduction. The ten percent (10%) co-share of premium will be recalculated every January 1<sup>st</sup> to coincide with the renewal of the City’s Group Health Insurance Plan. The City has established a Section 125 Plan to redirect the portion of the employee’s salary to pay, on a pre-tax basis, the employee’s contribution toward the medical, prescription, dental and vision insurance composite premium rate.

The City will offer two health plans, a “Base Plan” and an optional “Buy Up Plan”. All eligible employees will be enrolled in the “Base Plan” and will have the option on a voluntary basis to enroll in the “Buy Up Plan” initially, and during the open enrollment period for each subsequent calendar year. Changes will be effective at the beginning of the following calendar year. The City’s contribution toward the monthly group health and welfare insurance composite premium rate for the “Base Plan” shall be ninety percent (90%) and the employee will pay ten percent (10%) of the premium rate through a bi-weekly payroll deduction. Employees electing to enroll in the “Buy Up Plan” will be responsible for premiums beyond the City’s contribution of ninety percent (90%) of the “Base Plan” composite rate.

UPEC Fire Management agrees to reopen on medical premium increases when any other bargaining unit agrees to increase their medical premiums.

Effective January 1, 2019, all active employees will be able to select an optional high deductible plan (medical and prescription only) as an additional lower cost option for group health. The City will contribute up to a flat rate amount of \$1,241 per month toward the high deductible plan. Retirees are not eligible for the high deductible plan.

For specifics regarding the City’s Group Health and Welfare Benefit Plan, refer to the Benefit Summary Plan Description.

Employees with spousal coverage will be allowed to “opt out” of the City’s group health and welfare insurance coverage (cease paying their share of the premium). Employees “opting out” of the City’s group health benefits must provide proof of alternative health care coverage on an annual basis during the open enrollment period.

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

<b>Retail (34 days’ supply)</b>	<b>Effective 9/1/2011 Co-Payment</b>
Generic	\$10.00
Brand	\$40.00
No Generic Available	\$20.00
<b>Mail (90 days’ supply)</b>	
Generic	\$20.00
Brand	\$70.00
No Generic Available	\$40.00

(d) **Dental Benefits:** The premium cost of the Dental benefit program is outlined under “Health Benefits” above. For specifics regarding the City’s Dental Plan, refer to the Benefit Summary Plan Document.

(e) **Long Term Disability:** For specifics regarding the City’s LTD Plan, refer to the Benefit Summary Plan Document.

(f) **Vision Care:** The premium cost of the Vision benefit program is outlined under “Health Benefits” above. For specifics regarding the City’s Vision Plan, refer to the Benefit Summary Plan Document.

**24.2 (a) Tier I – Group Health Benefits at Retirement for Employees Hired Prior to August 7, 2011**

All active employees hired prior to August 7, 2011, who retire from the City with five (5) or more years of City service (and eligible for CalPERS benefits upon separation of service) shall be eligible for the City to pay a 50% proportionate share of costs of the insurance premium should the active employee transitioning to retirement elect to participate in the group health plan or the group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS. To maintain a qualified status, and to continue to receive the benefit, the retiree must continue the group medical insurance during retirement without a break in coverage. Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. Following the death of a retiree, the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse. The City will not contribute payments on behalf of any retiree hired prior to August 7, 2011 except as set forth above.

**24.2 (b) Tier 2 – Group Health Benefits at Retirement for Employees Hired On or After August 7, 2011**

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

24.2 (c) Retiring employees who were hired or who worked under a different Memorandum of Understanding (MOU) or City Resolution than the one in effect at the time of retirement shall be

vested with the greatest retiree premium co-share formula in effect and for which that employee qualified for during his or her term of employment.

24.2 (d) The City will offer two health plans, a “Base Plan” and an optional “Buy Up Plan”. All retired employees participating in the group health plan will be enrolled in the “Base Plan” and will have the option on a voluntary basis to enroll in the “Buy Up Plan” initially, and during the open enrollment period for each subsequent calendar year. Changes will be effective at the beginning of the following calendar year. The City shall pay a proportionate share of the cost of the “Base Plan” insurance premiums as outlined above in sections 24.2 (a) and 24.2 (b). Participating retired employees electing to enroll in the “Buy Up Plan” will be responsible for premiums beyond the City’s contribution of the “Base Plan” composite rate. The City’s proportionate share of payments referenced above in 24.2 (a) and 24.2 (b) shall apply only to the premium for the “Base Plan”.

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

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

24.5 The City and the Union agree to reopen negotiations if any changes to the Affordable Care Act affect matters within the scope of representation.

## **ARTICLE 25 RETIREMENT PROGRAM**

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

All CalPERS eligible employees, whether Tier 1, Tier 2, or Tier 3 agree to cost sharing of the CalPERS employer contribution rate in accordance with Government Code Section 20516, as soon as administratively possible, and after the date that the appropriate CalPERS contract amendment has been executed. The additional contribution of pensionable earnings will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis.

### **Tier 1**

Public Safety Management employees hired prior to September 8, 2012, will be covered under the 3.0% at age 50 retirement benefit formula with the 12 highest paid consecutive months final compensation provision. Employees will be covered by the Fourth Level of 1959 Survivors’ Benefit Program (Government Code Section 21382.4), Survivor Continuance allowance; credit for unused sick leave; fifty percent (50%) ordinary disability benefit and military service credit buy back option. The employee contribution of nine percent (9%) of pensionable earnings will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. As soon as administratively possible and after the date that the appropriate CalPERS contract amendment has been executed, the employee contribution twelve percent (12%) of pensionable earnings will be paid by the employee through a bi-weekly payroll deduction on a pre tax basis. Regular employees vested in Tier 1 who leave City employment and maintain CalPERS membership, and subsequently are rehired, will be re-employed with Tier 1 status for CalPERS benefits.

Employees have agreed to cost sharing of the employer contribution rate in accordance with Government Code Section 20516.

Effective upon CalPERS contract amendment:  
Increase Contribution rate 3.0%

## **Tier 2**

Public Safety Management employees hired between September 8, 2012, and December 31, 2012, and those hired on or after January 1, 2013 who are considered to be “Classic CalPERS Members” will be covered under three percent (3%) at age 55 retirement benefit formula using an average of the highest paid consecutive 36 months of employment when determining final compensation. Employees will be covered by the Fourth Level of 1959 Survivors’ Benefit Program (Government Code Section 21382.4), Survivor Continuance allowance; credit for unused sick leave; fifty percent (50%) ordinary disability benefit and military service credit buy back option. The employee contribution of nine percent (9%) of pensionable earnings will be paid by the employee through a bi-weekly payroll deduction on a pre-tax basis. As soon as administratively possible and after the date that the appropriate CalPERS contract amendment has been executed, the employee contribution twelve percent (12%) of pensionable earnings will be paid by the employee through a bi-weekly payroll deduction on a pre tax basis. Regular employees vested in Tier 2 who leave City employment and subsequently are rehired will be re-employed with Tier 2 status for CalPERS benefits.

Employees have agreed to cost sharing of the employer contribution rate in accordance with Government Code Section 20516.

Effective upon CalPERS contract amendment:  
Increase Contribution rate 3.0%

## **Tier 3**

Pursuant to the California Public Employees’ Pension Reform Act of 2013 (PEPRA), employees hired on or after January 1, 2013, will be covered by the 2.7% at age 57 retirement formula with the 36 highest consecutive months final compensation provision as a “New CalPERS Member” if the employee 1) has not been a member of a California Public Retirement System, or 2) had prior CalPERS/reciprocity service with a break in service of six months or longer. Employees will be covered by the Fourth Level of 1959 Survivors’ Benefit Program (Government Code Section 21382.4) Survivor Continuance allowance; credit for unused sick leave; and military service credit buy back option. Also pursuant to PEPRA, New CalPERS Members will be responsible for paying one-half of the total normal cost rate for the retirement benefit on a bi-weekly pre-tax basis.

25.2 Temporary employees not included within Section 25.1 above shall be covered by the PARS – 457 Plan. Participating employees will pay half of the contribution of 3.75 percent (3.75%) for the benefit through a bi-weekly payroll deduction on a pre-tax basis. The City will pay the remainder of the contribution or 3.75 percent (3.75%).

## **ARTICLE 26 CONTINUING EDUCATION**

26.1 Regular, non-probationary, employees who complete City approved courses taken for credit with a passing grade may, upon application, be reimbursed for the tuition, cost of required textbooks

and required materials, including but not limited to computer software, calculators, videos, but not to include incidentals such as paper, pens and pencils.

26.2 Employees must obtain prior approval from the Fire Chief. Reimbursement under this program shall be limited to two hundred dollars (\$200.00) per course (semester/quarter).

**ARTICLE 27  
SAVINGS PROVISION**

27.1 Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of the Memorandum of Understanding, however, shall remain in full force and effect. Whenever any provision of this Memorandum of Understanding is affected as set forth above, either Party may, by giving written notice to the other within thirty (30) days of the courts action, open negotiations on the subject of the affected provisions.

This Memorandum of Understanding shall be effective July 18, 2018 to May 20, 2020, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as here in above set forth and shall remain in full force and effect to and including May 20, 2020.

**ARTICLE 28  
FULL UNDERSTANDING, MODIFICATION, WAIVER**

28.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

28.2 It is agreed and understood that each party voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, except as provided in this Agreement. Both parties acknowledge that such waiver and relinquishment as set forth above carries with it the commensurate prohibition for either party to effect a unilateral change in an employment condition falling within the scope of negotiations under Government Code Section 3500 et seq., including a prohibition on unilateral change to any adopted personnel rule or policy in effect at the time this MOU is ratified, such as the City's Pay for Performance Policy or the Conduct and Honesty Policy.

28.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained in the agreement shall in any manner be binding upon the parties unless made and executed in writing by all parties, and if required, approved by the CITY and ratified by the membership of the ASSOCIATION.

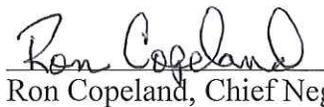
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this 18th day of July, 2018.

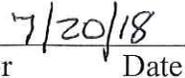
CITY OF REDDING

  
Bill Avery, Negotiator

  
Date

UNITED PUBLIC EMPLOYEES OF  
CALIFORNIA, LOCAL 792, RFMU

  
Ron Copeland, Chief Negotiator

  
Date