

CITY OF REDDING
777 CYPRESS AVENUE, REDDING, CA 96001
P.O. Box 496071, REDDING, CA 96049-6071

November 3, 2016
P-100-050-128

Pete Brindley, President
Jerry Camous, Labor Representative
Redding Police Managers' Association
PO Box 991503
Redding, CA 96099-1503

Subject: Side Letter of Agreement to Memorandum of Understanding between City of Redding and RPMA regarding Holiday Premium Pay Reportable to CalPERS

Dear Pete and Jerry:

The purpose of this letter is to confirm the understanding reached between the City of Redding and Redding Police Managers' Association regarding the calculation of regular rate of pay and holiday premium pay. The City proposes the following language change to the Memorandum of Understanding (MOU) between the City and RPMA, Article 12: Hours and Overtime, Section 12.4 (a) and (b) to clarify the calculation of regular rate of pay, and Article 21: Holidays, Sections 21.1 and 21.2 to clarify the conditions for payment of holiday premium pay. The proposed revisions are indicated in strikeout and underlining below.

Article 12: Hours and Overtime

12.4 (a) Overtime. Exempt employees shall not receive any compensation for overtime work, except for employees who are eligible to receive one and one-half (1½) times their regular pay when assigned to perform service on a non-work day or beyond normal work hours. The foregoing provision shall only apply when such service is eligible for reimbursement through the State of California or the Federal government, regardless of the actual amount reimbursed to the City, if any. This provision shall also apply to hours worked on programs that are pre-approved for funding through a State or Federal grant if a supervisor's service is required by the grant or by police management. In either case, police management must approve the overtime prior to the employee being eligible for the overtime.

12.4 (b) Regular Rate of Pay. Items included in determining the regular rate of pay for purposes of calculating overtime, retirement and other regular pay calculations (i.e. holiday pay) shall include the pay rate as established in the pay range by the employee's classification, education incentive pay, bilingual pay incentive, and shift differential pay, as applicable to each individual employee covered under this MOU.

Article 21: Holidays

21.1 Regular employees may be scheduled to work on the holidays listed below. Employees will be compensated at the regular rate of pay for all time worked on such days, and for those specifically scheduled to work on a fixed holiday, the holiday will be deferred at a rate of one-half (1/2) hour for each hour worked (up to 6 hours deferred):



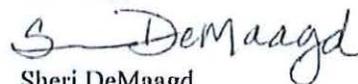
	HOLIDAY	FIXED OR FLOATING
A	January 1 st	Fixed
B	The third Monday in January, known as Martin Luther King, Jr. Day	Fixed
C	Lincoln Day	Floating
D	The third Monday in February, known as President's Day	Fixed
E	The last Monday in May, known as Memorial Day	Fixed
F	July 4 th	Fixed
G	First Monday in September, known as Labor Day	Fixed
H	Employee's Birthday	Floating
I	The second Monday in October, known as Columbus Day	Floating
J	November 11th, known as Veteran's Day	Floating
K	Thanksgiving	Fixed
L	Friday after Thanksgiving	Fixed
M	The last half of the normal work shift before Christmas	Fixed
N	December 25 th	Fixed

21.2 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. 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.

The City has a long standing practice of adding education incentive pay, bilingual pay incentive, and shift differential pay to the base pay rate when calculating holiday premium pay and reporting that amount to California Public Employees Retirement System (CalPERS) as special compensation. The California Code of Regulations (CCR) requires that the written labor agreement contain the conditions for payment of the item of special compensation. The above language clarifications meet the requirements of special compensation in accordance with CalPERS and the CCR.

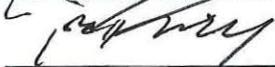
If this is consistent with your understanding, please sign and date the enclosed copies of this letter, return one to me, and keep the other copy for your records.

Sincerely,

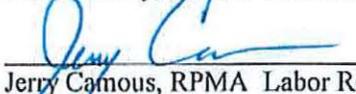


Sheri DeMaagd
 Personnel Director

The Union concurs with the above:



 Pete Brindley, RPMA President



 Jerry Camous, RPMA Labor Representative

12-1-2016

 Date

11-7-2016

 Date

c: City Council
 Kurt Starman, City Manager