



CITY OF REDDING

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April 3, 2020

Brian Moore, President
Redding Peace Officers' Association
1800 Park Marina Dr.
Redding, CA 96001

Subject: Side Letter of Agreement between City Of Redding and the Redding Peace Officers Association Regarding Emergency Patrol Schedule in Response to the Coronavirus Pandemic

Dear Brian:

In response to the medical crisis facing the City of Redding ("City") and the Redding Police Department ("Department") as a result of the coronavirus pandemic, representatives for the City and the Department have been in regular communication with the Redding Police Officers' Association ("RPOA") regarding the health and welfare of RPOA members during this unprecedented time. In order to balance the service needs of the community with the health and welfare of all employees, the parties agree to this Side Letter of Agreement temporarily instituting the Emergency Patrol Schedule set forth herein.

EMPLOYEE HEALTH, WELFARE, AND AVAILABILITY

Due to the highly communicable nature of the coronavirus, and in recognition of the fact that, to the extent possible, law enforcement professionals need to be provided an opportunity to practice the same preventative measures that the rest of the community has been directed to implement as part of their daily routines. The City, the Department and the RPOA seek to provide all represented employees with a work environment that incorporates some level of isolation, limits exposure to the virus, and establishes periods where law enforcement personnel can shelter in place, practice social distancing, care for their families, and have an opportunity to monitor for symptoms, seek testing, and notify the chain of command of potential exposure risks.

These health and safety precautions are not available with existing staffing levels and work schedules that rely upon overlapping shifts, shared equipment, and close physical interaction between employees. The balanced measures set forth in this Side Letter of Agreement are intended to provide a sustainable method of allocating personnel to continue police services in the event that emergency conditions last for several weeks or months, particularly where the availability of mutual aid is likely to be extremely limited.



DURATION OF THE EMERGENCY PATROL SCHEDULE

The Emergency Patrol Schedule is scheduled to take effect on April 5th, 2020, at 0600 hours. It is anticipated to run through May 2nd, 2020, however, the schedule is forecasted out until June 27th, 2020, in the event the Chief of Police determines that there is a need to remain on the Emergency Patrol Schedule until that time.

The Chief of Police has the right to end this schedule prior to May 2nd 2020, if a significant outbreak of Covid-19 illness amongst staff makes this schedule no longer feasible due to lack of available personnel. A straight 12 hour shift schedule would be implemented.

REASSIGNMENT OF PERSONNEL

As part of this Emergency Patrol Schedule, all employees serving in special assignments, except those designated by the Chief of Police, shall be temporarily reassigned to patrol in order to provide adequate staffing to deliver essential patrol services.

EMERGENCY PATROL SCHEDULE

To mitigate the disruption of services, the Department will create eight (8) patrol teams working 12 hour patrol shifts with Day Shift assigned from 0600 hours to 1800 hours, and Night Shift assigned from 1800 hours to 0600 hours. The Emergency Patrol Schedule is a 28-day cycle wherein Team A and Team B will work a modified 3/12 schedule consisting of four on / three off; three on / four off, followed by 14 days of Paid Quarantine Leave. Team C and Team D will start with 14 days on Paid Quarantine Leave, and then work a modified 3/12 schedule consisting of four on / three off; three on / four off.

All Field Operations officers will work 84 hours of Regular time and receive 76 hours of Paid Quarantine Leave. Detectives reassigned to patrol will work 84 hours of Regular time and 76 hours telecommuting as a Detective. The first pay period after the conclusion of the Emergency Patrol Schedule, Detectives will receive a one-time allocation of 76 hours of Deferred Leave hours to be used at a later date, prior to December 31st, 2020.

Employees on Paid Quarantine Leave are subject to call back within 24 hours of being notified. Call backs will be in order of inverse seniority (starting with the least senior team member) and continue on a rotational basis, so as to prevent the same person from getting forced to work multiple shifts. If a call back occurs on a scheduled Paid Quarantine Leave day, the employee will receive regular pay.

MINIMUM STAFFING

While the parties desire to maintain a minimum of 8 officers on each patrol team, actual staffing levels may fluctuate based upon the needs of the Department and the availability of personnel.

SHIFT BIDDING

Due to the urgent implementation of the Emergency Patrol Schedule, Officers have been assigned to shifts based on their current assignment. Officers not currently assigned to patrol were assigned based on need. If the Emergency Patrol Schedule be extended past May 2nd, all staff would be allowed to sign up for shifts based on seniority. The process would start 10 days prior to the Emergency Patrol Schedule extension. Officers would need to be available by phone to sign up for the new schedule. Probationary employees may be moved to accommodate the shift bidding process.

MAINTENANCE OF COMPENSATION AND BENEFITS DURING TERM OF THE EMERGENCY PATROL SCHEDULE

Employees will not experience any loss of compensation as a result of this temporary reassignment for loss of special assignment premiums. 5% Shift differential will be paid to officers working night shift. At the conclusion of these emergency conditions, employees will return to their prior shift assignments and those serving in special assignments (e.g., detectives, traffic, etc.) will be promptly reassigned to their designated special assignments.

OVERTIME COMPENSATION

Overtime compensation will continue to be provided to employees who work in excess of 86 hours in a 14 day cycle. Additionally, in accordance with the MOU, overtime would be paid on the basis of time worked in excess of a normally assigned 12 hour work shift, time worked on a non-work day, call back hours worked outside of the scheduled Quarantine Leave period, and time worked on a City recognized holiday. Hours worked on Paid Quarantine Days are excluded from overtime.

The parties agree that this is a unique situation brought about by the Covid-19 crisis and that this side letter is not precedent setting in any way with respect to a current or future side letters or labor management negotiations.

FOR THE CITY OF REDDING



Sheri DeMaagd
Assistant City Manager/Personnel Director

Date: April 3, 2020

FOR THE RPOA



Brian Moore
President, RPOA

Date: 4/22/2020