

# **Memorandum of Understanding**

**between the**

**City of Richmond**

**and the**

**Richmond Police Officers'  
Association**



**July 1, 2016 – June 30, 2021**



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**2016-2021  
MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF RICHMOND  
And**

**RICHMOND POLICE OFFICERS' ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17<sup>th</sup> day of January, 2017 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 MEMORANDUM OF UNDERSTANDING BECOMES EFFECTIVE** July 1, 2016, and continues through and including June 30, 2021. This Memorandum embodies all items agreed upon by and between the City of Richmond and the Richmond Police Officers' Association.

**1.A. REOPENER** The parties agree to two (2) non-economic reopeners of the RPOA MOU at the request of the RPOA, at any time during the term of the MOU (July 1, 2016 through June 30, 2021), and the parties agree to one (1) economic reopener of the RPOA MOU at the request of the RPOA at any time during the term of the MOU (July 1, 2016 through June 30, 2021).

**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 Employer-Employee Relations Resolution.

**5. AGENCY SHOP:** An employee in the classes included in the Memorandum of Understanding, in accordance with applicable state law, and thereafter during the term of this Agreement, shall within thirty (30) calendar days of ratification of this Agreement and, in the case of a newly-hired employee, within thirty (30) calendar days of his/her employment, shall become and remain a member in good standing in the Richmond Police Officers' Association; or pay to the Richmond Police Officers' Association an initial fee equal to the regular initiation fee; and thereafter a monthly service fee equal to the regular monthly Richmond Police Officers' Association dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has

historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Richmond Police Officers' Association, and thereby pay sums equal to Richmond Police Officers' Association dues, initiation fee or service fees to (1) the American Cancer Society; (2) the Muscular Dystrophy Association; or (3) California Peace Officer Memorial Foundation in lieu thereof.

The Richmond Police Officers' Association shall indemnify and save harmless the City, its officers and employees from and against any and all loss, damages, costs, expenses, claims, attorneys' fees, demands, actions, suits and judgments and other proceedings arising out of any collection of said fees described above.

The City shall furnish the Richmond Police Officers' Association, on a monthly basis, the name, date of hire, salary, classification and work location of all newly-hired employees subject to this Agreement along with verification of any monthly transmittals to charitable organizations.

**5.1. PAYROLL DEDUCTIONS:** The City agrees to automatic dues deduction for Sworn Officers, in accordance with State Law.

**5.2.** 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 to be deducted.

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

**5.3.** 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.

**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.

**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 Memorandum of Understanding. 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.

**10. HOURS OF WORK AND OVERTIME:** The normal work week may consist of either eight or ten (10) hours per day, twelve and one half (12.5) hours per day, forty (40) hours per week, or a 9/80 schedule consisting of one 36 hour week and one 44 hour week over nine working days. The ten (10) hour schedule shall consist of four 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 (1) ten (10) hour day each twenty eight (28) day 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 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 half (1-1/2) his/her regular rate after working in excess of his or her normal work day, 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 80 hours in their normal two week 9/80 period or in excess of their normal work day. Employees working the ten (10) or twelve and one half (12.5) hours schedules, shall be paid overtime for time worked in excess of their normal work day and for time worked in excess of one hundred sixty (160) hours in a twenty eight (28) day FLSA cycle. 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 Sunday morning, and shall end at 12:00 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, and longevity pay which may apply to the specific officer.

**10.3.** No employee shall receive compensation for overtime unless overtime has been authorized and approved by the Police Chief or designated representative. Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA) requirements

**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 his/her 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.



**10.7. SHIFT ASSIGNMENTS:** Subsequent to the annual shift draw, an officer shall be entitled to meet with the Chief of Police on a confidential basis to discuss an alternative shift assignment. Upon request, the Chief shall personally meet with the officer to discuss concerns of the officer arising out of a shift assignment to work with a supervisor who may present compatibility, personnel or performance issues if he/she were to work with that particular sergeant. The Chief shall consider the stated concerns of the officer and may, with the consent of the officer take the appropriate action to accommodate the concerns of the officer. The parties acknowledge that this provision applies only when officers draw to patrol assignments without the benefit of knowing which sergeant has been assigned to a particular shift prior to the shift draw. The Chief will keep all communication on this issue confidential.

**10.8. SENORITY SIGN UP:** To the extent practical and consistent with the personnel needs of the Department, as determined by the Chief of Police, seniority by classification will govern in the selection of vacation days, team 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.

**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 equal installments with the second pay check in June and the second pay check in December; monthly reimbursement will be paid in twelve equal installments with the second pay check 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 he/she works beyond his/her 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 his/her 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 POST training no later than 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 <a href="http://www.calhr.ca.gov">http://www.calhr.ca.gov</a> 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 pay check in June and the second pay check in December; monthly reimbursement will be paid in twelve equal installments with the second pay check in each month.

**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 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 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.A. shall be entitled to pay for eight hours for the day prior to Christmas.

When an employee covered by section 12.B. or 12.1 takes time off, the first hours he or she takes off, will be automatically credited towards his/her holiday days, unless the officer indicates otherwise. Once all holiday hours are exhausted for the calendar year, subsequent days will be vacation or compensatory time off 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 he/she 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 California Public Employees Retirement System (PERS) 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 PERS.

**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 benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS 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. For the term of this Agreement only, 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 PERS or the insurance carriers 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 PERS 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.

All retiree health benefit contributions made by employees will be deposited into an irrevocable

account, which shall be negotiated and agreed upon by both the RPOA and the City within the first year of the 2016 – 2021 contract. The City and the RPOA mutually agree that all retiree health benefit contributions shall be placed into a PERS account, with the City providing quarterly updates to the RPOA.

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

**13.C.** 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 PERS at time of separation and thereafter; and 2) be eligible for a PERS retirement.

**13.B.9.** The payment for retirees set forth above shall be made monthly from the date of retirement in accordance with the PERS Medical program. If a retiree's family status changes, and the retiree fails to report the change in status to the City within 30 days of its occurrence, he/she shall be liable for refunding the excess amounts received.

**13.B.10.** If a retiree qualifying for benefits above is survived by a spouse who qualifies as an annuitant (i.e., is continuing to receive a pension from PERS or the City) said surviving spouse shall receive all the benefits described above 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 and \$1,700 maximum for PPO dentists, towards dental benefits and a \$2,000 maximum for orthodontic coverage.

Part of the amount available through section 13.B.7. above may be applied towards retiree dental insurance. Once a retiree has dropped the dental plan, he/she 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. above may be applied towards retiree vision insurance. Once a retiree has dropped the vision plan, he/she 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 his/her 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 above 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 above 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 who complete advanced accident school 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 his/her regularly scheduled shift and remains at work from the time he/she 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) he/she makes written request of the department head, stating the reasons;
- (b) The department head recommends it;
- (c) The Director of Personnel Administration recommends favorable action to the City Manager; and
- (d) The City Manager approves it.

(e) Absence without leave, for three 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: first class mail; registered mail; and phone calls to their last known address and emergency contact person, 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 Human Resources Management, 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 that 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 his or her 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 (PERS) 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, his/her 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 shall be entitled to receive pay for sixty percent (60%) of his/her accumulated sick leave at the effective date of his/her retirement. If an employee dies while on the City's payroll, his/her estate shall receive the above 60% cash out of his/her 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 his/her 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 the preceding paragraph.

**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. PERS CREDIT FOR SICK LEAVE:** Pursuant to the Public Employees' Retirement System 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 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 fathers 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 FMLA, CFRA and/or PDL leave 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 unit 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 Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (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.

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.

b. Use of Other Accrued Leaves While on Leave: If a member requests leave for his/her own serious health condition, the member must also exhaust City-paid leaves concurrently with the leave.

c. 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 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his/her 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 he/she is acting within the course and scope of his/her employment, shall be paid his/her full salary up to a maximum of fifty-two (52) weeks from the date that he/she is 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 his/her position, the City shall terminate his/her right to any contribution toward his/her 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 he/she 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 his/her sick leave accumulated up to his/her 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 his/her employment, neither his/her 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 make such investigation as he/she deems advisable and he/she 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 (TDD). This will allow an employee to receive full salary (TDD and sick leave integration).

**22.9. 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 signup. 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 his/her 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 accrual for the year 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 he/she 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 his/her vacation leave during the calendar year shall be determined by the Police Chief or his/her 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, as determined by the Chief of Police, seniority by classification will govern in the selection of vacation days-, team 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 Memorandum of Understanding, 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 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 sixty (60) days shall be given prior to transfer from one bureau to another bureau, or a change in shift assignment and/or days off. In the event that all or part of an employee's scheduled vacation is cancelled, the employee must receive written notice of not less than sixty (60) days prior to cancelling an employee's vacation as scheduled. 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 below.

**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 24.4. 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 immediately to the City government, such amounts of money as they receive as a per diem but shall be entitled to keep such mileage payment as is 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 Court overtime rate.

**26.1 CERTAIN COURT APPEARANCES:** Each Sworn Officer who is subpoenaed to report to a or 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, he/she shall be paid as provided above.

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 above.

**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 Human Resources Department 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 the Human Resources Department. 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 Human Resources Director may in addition add such other information as he/she deems 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, e.g., 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, e.g., 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 Association 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. E.g., 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.

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 he/she has received, the Police Chief will be provided the next rank (if it has not already been provided in accordance with the procedures outlined above).

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.

**29. ACTING PAY:** The Department may, in its sole discretion, assign employees to perform work in a higher classification. Such assignments shall be no longer than three (3) months 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. Acting 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 for an acting assignment, 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 an acting Sergeant, in an effort to prepare an Officer to perform in an acting assignment.

**29.1** Any employee so 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 employee's regular classification, unless otherwise required by law, and shall not receive acting 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-Millias-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, he/she shall give to the employee and/or his/her 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, he/she shall give in writing to the employee and/or his/her 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 his/her designee shall advise the employee in writing of his/her decision and the reasons therefore.

#### STEP 5.

If the grievance remains, the employee and/or his/her 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 his/her designee rejects the grievance, written notice of such rejection and the reasons therefore shall be given the employee.



## STEP 6.

If the appealing employee has not obtained the redress or corrective action which he/she seeks, the employee may submit his/her 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:** For the purpose of this Section, the provisions 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. In those cases in which an employee elects to represent himself or herself or arranges for other representation, 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.

## **30.3 ADVISORY ARBITRATION:**

a. Definition. A grievance is defined for the purpose of advisory arbitration to be disciplinary suspension of an employee of between forty hours and eighty hours.

b. Request procedure. If an employee is dissatisfied with the decision of the City Manager or City Council, based on the Personnel Board's recommendation under Personnel Rule XI he/she may submit a written request for advisory arbitration within ten (10) working days after delivery of the City Manager's decision on the Personnel Board's findings and recommendation, or the City Council's determination on such disciplinary action.

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 grievance. The arbitrator shall render a recommendation to the City Manager no later than thirty (30) days after the conclusion of the final hearing. Such recommendation shall be in writing and made in accordance with, and conformance to, the terms of this Memorandum of Understanding. The recommendation is advisory only to the City Manager and/or City Council. 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 its own representation, including but not limited to the preparation of hearing and post hearing briefs, if any.

## **30.4 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 XI, 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 80 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, he/she 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 its 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 Human Resources Management 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 he/she is 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 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 of Richmond service time shall date from the date of hire with the City of Richmond 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 30.3.

## **32. SALARIES:**

### **32.1**

**Additional Compensation:** RPOA members will receive additional compensation in the amount equal to any new compensation provided to any other bargaining unit, including but not limited to I.A.F.F. Local 188, Richmond Fire Management Association (RFMA), SEIU Local 1021, IFPTE Local 21, and Richmond Police Management Association (RPMA), during the term of this MOU. (including but not limited to salary increases, uniform allowance, longevity, medical benefits, payment for unused sick leave etc.). This section does not apply to any benefits or compensation that members of other bargaining units currently receive, that are greater than the benefits or compensation received by members of RPOA or benefits or compensation currently not received by members of RPOA. If any current MOU is extended beyond the current term and during the term of this MOU,



members of RPOA will receive any additional compensation received by members of other bargaining units.

**General Fund Major Revenue Baseline Projections:** RPOA members may receive salary adjustments pursuant to the attached document, which outlines General Fund Major Revenue Baseline Projections, and corresponding Contingent Salary Increases that will be provided to members of the RPOA. "Revenue" is defined as the sum of property tax, sales tax, and utility tax. The maximum salary adjustment that may be received pursuant to this section is five percent (5.0%) over the term of this contract. If, during the term of this agreement, Revenues drop by 3.5% (or greater), the City can request to reopen the contract to discuss economics, but only if the RPOA had previously received a salary increase pursuant to the attached document. If the RPOA received any salary increase (or other economic enhancement) that was triggered by another provision of this contract, the City cannot reopen the contract pursuant to this section (see Addendum A).

In each fiscal year the RPOA may receive the greater of the Additional Compensation section or the General Fund Major Revenue Baseline Projections section. The RPOA cannot receive a salary increase under both the Additional Compensation section and the General Fund Major Revenue Baseline Projections section in the same fiscal year. If the RPOA receives compensation pursuant to the Additional Compensation section, the five percent (5.0%) cap set forth in the General Fund Major Revenue Baseline Projections section, does not apply.

#### **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.

**32.2** 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.

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

**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 Memorandum of Understanding 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 his/her present salary. An employee occupying a position in a classification, the maximum salary rate for which is reduced, shall continue to receive his/her present salary. Such continuation of present salaries shall each be designated as a "Y" rate. When an employee on a "Y" rate vacates his/her position, subsequent appointments to that position shall be made in accord with the salary ranges established by this Memorandum of Understanding. "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 his/her 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 his/her supervisor and his/her 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 Human Resources Management.

**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 his/her 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, PTO's shall receive four (4) hours of overtime for every forty (40) hour block of training each week. Substitute PTO's 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 four (4) 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. PTO's assigned to the Orientation Program shall receive four (4) 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 Fair Labor Standards Act (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 year of sworn service with the Richmond Police Department shall receive 2% additional pay. Police Officers and Police Sergeants who have completed their tenth year of sworn service with the Richmond Police Department shall receive 2% additional pay for a total of 4%. Police Officers and Police Sergeants who have completed their fifteenth year of sworn service with the Richmond Police Department shall receive 3% additional pay for a total of 7%. Police Officers and Police Sergeants who have completed their twenty-fifth year of sworn service with the Richmond Police Department shall receive 2% additional pay for a total of 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 he/she has passed probation.

### **34. RETIREMENT PLAN**

**34.1** Each employee shall pay his or her own CalPERS retirement contribution which is nine percent (9%) 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 PERS contributions.

**34.1 (B) RETIREMENT FORMULAS:** The retirement formula for bargaining unit members designated as "classic" (as determined by CalPERS), is 3%@50. 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 July 1, 2015, all "classic" members are required to pay the full 12% employee contribution (see MOU Article 34.6 below). Effective January 1, 2014, the retirement formula for bargaining unit members designated as "new" (as determined by CalPERS) is 2.7%@57. All "new" members are required to pay full 12.25% 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 "EPMC" as special compensation. Employees shall thereafter be responsible for paying the full amount of their required PERS contribution.

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

**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 60% sick leave buy-out option.

**34.5** Effective July 1, 1995 the City implemented Government Code Section 20023(c)(4) pursuant to Section 20615, entailing reporting the employer paid member contributions to PERS as special compensation.

**34.6** 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%). Currently, RPOA members pay 9% of normal pension cost. RPOA understands and agrees that 3% of the across the board salary increases, delineated in Section 32.1 of this MOU, will be an offset for a 3% future employee contribution towards CalPERS pension cost, effective on the dates delineated below:

- Effective 7/01/13, RPOA members will pay an additional 1% toward pension cost (a total of 10%).
- Effective 7/01/14, RPOA members will pay an additional 1% toward pension cost (a total of 11%).
- Effective 7/01/15, RPOA members will pay an additional 1% toward pension cost (a total of 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.

**35. NON-DISCRIMINATION:** No employee covered by this Agreement shall be discriminated against by the City or by the RPOA by reason of race, color, religion, sex, sexual orientation, age, national origin, physical or mental disability, or an exercise of rights under government code section 3502.

### **36. PROBATIONARY PERIOD**

**36.1 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 his/her position, and for rejecting any probationary employee whose performance clearly does not meet the minimum standards of work production, conduct, fitness, and development which are required.

**36.2 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 Human Resources Management 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 12 months or extend the probationary period by six (6) months. The RPOA shall be notified if an employee's probationary period is extended.

**36.3 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 Human Resources Management. Rejection during probation is not subject to the grievance procedure included within this Memorandum of Understanding.

**36.4 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 he/she was appointed unless charges are filed and he/she is 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 Memorandum of Understanding.

### **36.5 PROBATIONARY PERFORMANCE REPORTS**

**36.5.1** It shall be the duty of each Department Head during the probationary period of each employee in her/his organization to investigate thoroughly the probationer's adjustment, performance and general acceptability to determine whether or not the probationer is fully qualified for permanent appointment. He/she 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 his/her designee shall give a copy of the report to the probationary employee.

**36.5.2** 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.

**36.6 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.

**37. 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.

**38. CITY RIGHTS:** The Richmond Police Officers' Association 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.

**39. MMBA NOTICE:** Pursuant to the Meyers-Milias-Brown Act, (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 40. 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: 5/31/18

FOR THE RPOA:

Benjamin Theriault

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FOR THE CITY:

[Signature]

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**MEMORANDUM OF UNDERSTANDING  
CITY OF RICHMOND AND RPOA  
INDEX**

**2016 – 2021 MOU Richmond Police Officers' Association**

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**City of Richmond  
RPOA  
Effective July 1, 2018  
1% Increase**

<b>Job Class Title</b>	<b>Range</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Police Officer Trainee	299	Base	4,000			
Police Officer	300	Base	8,381	8,764	9,222	9,668
5 Yrs		2% Longevity	8,549	8,940	9,407	9,861
10 Yrs		4% Longevity	8,716	9,115	9,591	10,054
15 Yrs		7% Longevity	8,968	9,378	9,868	10,344
25 Yrs		9% Longevity	9,135	9,553	10,052	10,538
Police Officer w/ 2.5% Inc		Base + 2.5%	8,591	8,983	9,453	9,909
5 Yrs		2% Longevity	8,762	9,163	9,642	10,107
10 Yrs		4% Longevity	8,934	9,343	9,831	10,306
15 Yrs		7% Longevity	9,192	9,612	10,115	10,603
25 Yrs		9% Longevity	9,364	9,792	10,304	10,801
Police Officer w/ 5% Inc		Base + 5%	8,800	9,202	9,683	10,151
5 Yrs		2% Longevity	8,976	9,386	9,877	10,354
10 Yrs		4% Longevity	9,152	9,571	10,071	10,557
15 Yrs		7% Longevity	9,416	9,847	10,361	10,862
25 Yrs		9% Longevity	9,592	10,031	10,555	11,065
Police Officer w/ 7.5% Inc		Base + 7.5%	9,010	9,422	9,914	10,393
5 Yrs		2% Longevity	9,190	9,610	10,112	10,600
10 Yrs		4% Longevity	9,370	9,798	10,311	10,808
15 Yrs		7% Longevity	9,640	10,081	10,608	11,120
25 Yrs		9% Longevity	9,821	10,269	10,806	11,328
Police Sergeant	304	Base	9,973	10,441	10,979	11,519
5 Yrs		2% Longevity	10,172	10,650	11,199	11,750
10 Yrs		4% Longevity	10,372	10,859	11,418	11,980
15 Yrs		7% Longevity	10,671	11,172	11,748	12,326
25 Yrs		9% Longevity	10,870	11,381	11,967	12,556
Police Sergeant w/ 2.5% Inc		Base 2.5%	10,222	10,702	11,254	11,807
5 Yrs		2% Longevity	10,426	10,916	11,479	12,043
10 Yrs		4% Longevity	10,631	11,130	11,704	12,279
15 Yrs		7% Longevity	10,938	11,451	12,042	12,634
25 Yrs		9% Longevity	11,142	11,665	12,267	12,870
Police Sergeant w/ 5% Inc		Base + 5%	10,471	10,963	11,528	12,095
5 Yrs		2% Longevity	10,681	11,182	11,759	12,337
10 Yrs		4% Longevity	10,890	11,402	11,989	12,579
15 Yrs		7% Longevity	11,204	11,730	12,335	12,942
25 Yrs		9% Longevity	11,414	11,950	12,566	13,184
Police Sergeant w/ 7.5% Inc		Base + 7.5%	10,721	11,224	11,803	12,383
5 Yrs		2% Longevity	10,935	11,449	12,039	12,631
10 Yrs		4% Longevity	11,150	11,673	12,275	12,878
15 Yrs		7% Longevity	11,471	12,010	12,629	13,250
25 Yrs		9% Longevity	11,686	12,234	12,865	13,498

# RETIREE HEALTH BENEFIT CONTRIBUTIONS

Calendar Year	2017	2018	2019	2020	2021
Monthly Contribution	\$ 160	\$ 225	\$ 250	\$ 275	\$ 300
Fiscal Year	2016-2017	2017-18	2018-19	2019-20	2020-21

## SALARY ADJUSTMENTS

	Budget	Percent Change	Projection	Percent Change	Projection	Percent Change	Projection	Percent Change	Projection
GENERAL FUND MAJOR TAX REVENUE BASELINE PROJECTION									
Property Tax	44,990,256	5.00%	47,239,769	5.00%	49,601,757	5.00%	52,081,845	5.00%	54,685,837
Sales & Use Tax	32,827,667	5.80%	34,732,531	3.83%	36,063,025	3.83%	37,444,012	3.83%	38,877,800
Utility Users Tax	44,657,538	1.45%	45,309,806	1.69%	46,077,345	1.70%	46,860,465	-4.70%	44,959,483
<b>Total Taxes</b>	<b>122,475,461</b>	<b>3.92%</b>	<b>127,282,106</b>	<b>3.50%</b>	<b>131,742,128</b>	<b>3.53%</b>	<b>136,386,323</b>	<b>1.35%</b>	<b>138,223,020</b>

## CONTINGENT SALARY INCREASES

Revised tax projection			133,812,209		140,599,883		144,520,257
Prior fiscal year major tax revenue threshold	129,282,106		133,812,209		142,599,883		146,520,257
Salary increase (effective July 1 of fiscal year following threshold)		1%		1%		1%	
Revised tax projection			134,847,249		142,705,663		147,658,876
Prior fiscal year major tax revenue threshold	130,282,106		137,847,249		145,705,663		150,658,876
Salary increase (effective July 1 of fiscal year following threshold)		2%		2%		2%	
Revised tax projection			135,882,289		144,813,443		150,817,494
Prior fiscal year major tax revenue threshold	131,282,106		139,882,289		148,813,443		154,817,494
Salary increase (effective July 1 of fiscal year following threshold)		3%		3%		3%	

\* Maximum increase over life of contract = 5%