

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

***Redlands Police Officers
Association***

JULY 1, 2023 – JUNE 30, 2026

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AND
Redlands Police Officers Association

July 1, 2023 – June 30, 2026

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Article 1: TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2: PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the Redlands Police Officers Association (hereinafter referred to "Association").

Article 3: RECOGNITION

The Redlands Police Officers Association is the recognized employee organization for all sworn personnel (hereinafter referred to as "affected employees" or "unit members") employed in the Police Department except for those employees occupying the classifications of Lieutenant, Captain, Commander, Deputy Chief and Chief of Police.

Article 4: SALARIES

Effective the first full pay period after July 1, 2023, all unit members shall receive a seven percent (7%) increase to base salary over the prior year.

Effective the first full pay period after July 1, 2024, all unit members shall receive a two percent (2%) increase to base salary over the prior year.

Effective the first full pay period after July 1, 2025, all unit members shall receive a two percent (2%) increase to base salary over the prior year.

Article 5: RETIREMENT

Classic Members

- A. All unit members other than "new members" as defined by the PEPRA and/or California Government Code section 7522.04 (f) shall individually pay 9% of "compensation earnable" as defined in Government Code Section 20630, representing the member employee's contribution to CalPERS. These contributions shall, at the time of termination, belong to the employee. All other required contributions to CalPERS for unit members other than "new members" as defined by the PEPRA and/or California Government Code section 7522.04 shall be made by the City.
- B. Only as to unit members hired prior to January 1, 2013 or otherwise defined by PEPRA as a Classic Member, the City shall individually provide the following provisions in its contract with the PERS retirement system:

3% @ 50 Retirement Formula
Survivor Continuance
Highest Single Year

New Members

- C. The Public Employees' Pension Reform Act (PEPRA) and Application to PEPRA Defined "New Members"

Unit members who are "new members" as defined by the PEPRA and/or California Government Code Section 7522.04(f), shall be required to pay a PERS member contribution in an amount equal to 50% of the normal cost rate for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code Section 7522.30.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided for in Government Code Section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than compensation earnable (Section 20636).

All Unit Members

- D. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis.
- E. The City shall report to CalPERS as compensation only the percent, if any, of the Member contribution funded by the City.

Article 6: UNIFORM ALLOWANCE

Upon completion of six (6) months of employment within a Police Department classification, employees in the unit will be provided with a uniform allowance in the amount of thirty-two hundred dollars (\$3200) per year. The uniform allowance shall be paid as follows: fifty percent (50%) paid the first week in January of each year and fifty percent (50%) paid the first week in July of each year.

For all unit members other than "new members" (as defined by the PEPRA or Government Code Section 752204(f)), the above amounts shall be reported to CalPERS as special compensation.

Every five (5) years, the City shall reimburse members for the purchase of a custom-fitted load-bearing vest carrier of similar quality to the Blankenship Police Supply Tactical, one pair of high-quality service boots meeting OSHA service requirements, and one pair of safety glasses, collectively in a total amount not to exceed one thousand one hundred dollars (\$1100). Unit members must provide detailed receipts of purchase for all of the above items at the same time to Human Resources to begin the reimbursement process.

ARTICLE 7: POST CERTIFICATION PAY

Effective the first full pay period after July 1, 2023, members of the unit shall be eligible for an increase in base salary when a POST certificate is earned under the following schedule:

BASIC POST CERTIFICATE	5% of base salary
INTERMEDIATE CERTIFICATE	14% of base salary
ADVANCED CERTIFICATE	22.5% of base salary

(The above percentages shall not be compounded upon each other.)

Unit members shall be responsible for submitting their POST Certification to Human Resources. Compensation will be effective the first full pay period following submission of POST Certification to Human Resources.

ARTICLE 8: OVERTIME COMPENSATION

A. FLSA Overtime

The City provides a 3/12.5 work schedule as set forth in Article 31 of this MOU. Accordingly, the

City has also previously elected a FLSA 7(k) work period of 28 days (maximum non-FLSA overtime hours of 171) as applicable to all law enforcement personnel in the represented unit. Payroll will provide RPOA with a 28 day pay period calendar by December 15 of the year prior for the entire next calendar year. For example, RPOA will receive a list of 2024 calendar year 28 day pay periods by December 15, 2023.

The City shall pay each employee premium overtime compensation (time and one-half the employee's regular rate of pay, as that term is used in the Fair Labor Standards Act) for all hours worked in excess of 171 hours under the FLSA 7(k) 28 day work period.

All paid leaves, including, but not limited to, vacation leave, compensatory time off, holiday leave, sick leave and industrial injury (IOD) leave shall not be counted as hours worked towards reaching the 171 hour FLSA 7(k) overtime threshold.

B. Pay Back Hours

In an attempt to provide balanced paychecks to RPOA members during each pay period, the City agrees to pay five (5) "pay back hours" to members every pay period in which a payback shift is worked. Members shall bank 5 (five) straight hours of pay back hours to be paid on the paycheck where the member did not work the "pay back shift". The pay back hours shall only be counted as hours worked towards reaching the 171 hour FLSA 7(k) overtime threshold if the member actually worked those hours in the 28 day work period; and shall be counted in the pay period in which the banked hours were worked, not necessarily in the pay period in which the hours are paid.

C. Agreed Upon Overtime

The City shall pay each unit member "agreed upon" overtime compensation at a rate of time and one-half the employee's regular rate of pay, as that term is used in the FLSA, for the following hours worked:

1. Daily Overtime – Hours worked in excess of the employee's scheduled shift.
2. Court Pay/Call Back Pay - As defined in Article 12.
3. Billed Overtime – Hours worked which are 100% compensated at a 1.5 times regular hourly rate by a third party.
4. Non-Regularly Scheduled Shift Hours – Hours worked on a shift that is not scheduled in the unit member's regularly scheduled workweek.

ARTICLE 9: REIMBURSEMENT OF EDUCATIONAL EXPENSES

Each unit member enrolled in a degree program on or before November 4, 2014, shall be entitled to tuition reimbursement for courses, books, and other learning aid while attending an accredited school of higher learning. The course(s) must be career related, must be necessary for obtaining a degree, must be pre-approved by the unit employee's department head and the unit employee must earn a passing grade to receive reimbursement.

Those unit members enrolled in a degree program on or before November 4, 2014 shall receive 100% reimbursement for the actual cost of degree program-related fees, including tuition and books, in an amount charged by the University of California, Riverside, for the same or similar courses.

Unit members enrolled in a degree program after November 4, 2014 shall receive 100% reimbursement for the actual cost of degree program-related fees, including tuition and books, in an amount charged by the University of California,

Riverside, for the same or similar courses. However, any such unit member shall not receive reimbursement in excess of Two Thousand dollars (\$2,000) in any one fiscal year.

Upon the approval of the Chief of Police or his/her/their designee and the Human Resources Director, a unit member may use up to one-thousand dollars (\$1,000.00) per year of their available \$2,000 per fiscal year tuition reimbursement for attendance at a seminar or conference for the purpose of professional development. That \$1,000 per year amount may be applied for hotel and travel expenses related to the attendance at such a seminar or conference.

Unit members are responsible for coordinating approval and/or any request for time off of work with the Department Head or his/her designee.

ARTICLE 10: MOBILE DEVICE PAY

All unit members who are required to carry a mobile device for the benefit of the City shall receive one hundred dollars (\$100) per month in addition to their regular base salary. The department head shall determine which members shall be required to carry mobile devices. All employees receiving this incentive shall be required to carry the mobile device at all times.

ARTICLE 11: BILINGUAL PAY

Unit members are eligible for bilingual pay in accordance with the City's Bilingual Pay Program and as set forth below. Authorized employees shall receive additional compensation in the amount of One Hundred Dollars (\$100) per month.

Up to 16 officers will be eligible to receive bilingual pay for Spanish, at the discretion of the Chief of Police or his/her/their designee.

For Chinese, Arabic, Vietnamese, Indonesian, and Tagalog, the Police Chief has the discretion to approve up to 2 officers for each language; for other languages, the Police Chief has the discretion to approve up to 1 officer; the Police Chief can make recommendation(s) for additional persons to be approved or denied by Human Resources.

All officers approved for bilingual pay must take and pass appropriate testing administered by Human Resources.

ARTICLE 12: COURT PAY/CALL BACK PAY

- A. Unit members who are called to duty or who actually appear pursuant to a lawfully issued subpoena to testify during their off-duty hours shall be compensated for all hours actually worked plus three (3) hours, at time and one-half (1 1/2) their regular rate of pay. Unit members who work a night shift which ends on the day of a court appearance shall be compensated as set forth above unless their shift is extended for a call for service or other emergency up to the time subpoenaed for court.
- B. A unit member whose work schedule is changed with less than seventy-two (72) hours advance notice, except in the event of a bonafide emergency situation, (i.e., earthquake, flood or natural disaster) shall be paid for all hours worked, plus three hours at time and one half the employee's regular rate of pay, for each such shift.
- C. A unit member who is scheduled for duty, physically in the building prior to his or her shift, and

who is called to work early shall not be deemed to have been called to duty and shall not be eligible for the three (3) hours compensation at time and one-half the employee's regular rate of pay. In lieu thereof, that employee shall be entitled to overtime compensation at time and one-half the employee's regular rate of pay for all hours worked prior to the commencement of his or her regularly scheduled shift.

- D. Unit members who so elect may, in lieu of receiving compensation for court pay/call back pay, apply those hours for which they would be compensated to the 5 "additional" hours per pay period associated with the 3/12 work schedule.

ARTICLE 13: LONGEVITY PAY (CITY OF REDLANDS)

Effective January 16, 2018, after fourteen (14) years of continuous service with the City of Redlands, unit members shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step after fourteen (14) years of service, the employee will advance to the next step in their salary range and continue to advance based on merit until the employee reaches the 5th Step.

Effective January 16, 2018, after nineteen (19) years of continuous service with the City of Redlands, unit members shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

The modifications made to this section in the 2023 MOU are for clarification only and not intended to substantively change the benefits provided herein.

ARTICLE 14: CRIME SCENE TECHNICIAN PAY

Unit members in the unit assigned to Crime Scene Technician duty shall be compensated with an additional one and one-half hours of pay per pay period at time and one-half. Eligibility for Crime Scene Technician Pay will be determined by the Police Chief or his/her designee.

ARTICLE 15: FIELD TRAINING OFFICER PAY

When a unit member is assigned to be a Field Training Officer (FTO), during the time that a sworn police trainee is assigned to the FTO, the FTO shall be eligible to receive FTO pay in the amount of five percent (5%) of base salary per pay period at straight time.

ARTICLE 16: SHIFT DIFFERENTIAL PAY

All employees who work a majority (51% or more) of their assigned shift between the hours of 5:30 PM and 7:30 AM shall receive shift differential pay equal to 2.5% of their base salary plus any POST Certificate Pay for their entire work shift. This shift differential pay shall be provided for any shift, regardless of overtime, an otherwise worked shift, or the employee's regular schedule.

ARTICLE 17: 401 A PLAN

The City agrees to make a contribution in January of each year, on behalf of each Unit employee in the amount of one thousand, two hundred dollars (\$1,200) per year to the employee's City sponsored 401(a) deferred

compensation plan. For new Unit employees, and employees transferring into the Unit, the amount shall be prorated on a monthly basis for period of service within Unit.

ARTICLE 18: REPRESENTATION

The City agrees that any Unit employee involved in or witness to a lethal force encounter shall be provided with a legal representative upon request prior to any questioning and/or prior to providing a verbal or written statement.

ARTICLE 19: HEALTH BENEFITS

- A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars (\$397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City’s cafeteria plan that is equal to the difference between the City’s minimum contribution and the following amounts:

	<u>July 1, 2023</u>	<u>January 1, 2024</u>	<u>January 1, 2025</u>
Employee Only	\$ 750	\$ 775	\$ 800
Employee +1	\$ 1,500	\$ 1,550	\$ 1,600
Family	\$ 1,950	\$ 2,025	\$ 2,100

- B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical premiums, expenditures covered under Flexible Spending Accounts, and post-employment health plan.
- C. The city agrees to provide a stipend of \$350.00 on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

ARTICLE 20: DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for each unit member and their eligible dependents.

ARTICLE 21: VISION INSURANCE

The City agrees to contribute the entire monthly premium for unit members and their eligible dependents for a vision insurance plan with VSP Vision Services or its equivalent.

ARTICLE 22: RETIREE INSURANCE BENEFITS

- A. **For all unit members** who qualify as an “annuitant” under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars (\$397) per month pursuant to Resolution No. 4572, adopted by the city council on September 5, 1989.
- B. **For unit members hired prior to November 4, 2014**, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City of Redlands and who qualify as annuitants under PEMHCA, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of medical, dental and vision insurance premiums for the employee, spouse and eligible dependents under the Association’s current

medical insurance program existing at the time of retirement (“lifetime health insurance”). This lifetime health insurance shall be at no cost to the retired employee and shall cover the employee, spouse and eligible dependents.

In the alternative, at the sole discretion of the unit member, those unit members hired prior to November 4, 2014, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of service with the City of Redlands, may elect to cash in unused sick leave at two percent (2%) for each year’s service at the prevailing hourly rate.

At retirement, unit members hired prior to November 4, 2014, but with less than fifteen (15) years service with the City have the option of cashing in unused sick leave at the prevailing hourly rate for future medical for employee and eligible dependents until said funds are exhausted or cash in unused sick leave, at the prevailing hourly rate, at two percent (2%) for each year of service with the City. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy.

- C. **Unit members hired after November 4, 2014** who achieve fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a “medical bridge” program for themselves upon retirement from the City until they become Medicare-eligible. Under the “Medical Bridge,” the City will contribute the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health, vision and dental insurance plan as provided by the City to its then existing unit members through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease and employees will only receive the three hundred and ninety-seven dollars (\$397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. Unit employees who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the respective Unit employee and will not be paid for by the City.
- D. **Unit members hired after November 4, 2014** who do not achieve fifteen (15) years of service shall only be entitled to receive the three hundred and ninety-seven dollars (\$397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

No change made to this MOU (July 1, 2023-June 30, 2026) is intended to negatively affect or diminish any rights of employees for whom the Association is or was the recognized employee organization regardless of whether they retired prior to the effective date of this MOU.

ARTICLE 23: LIFE INSURANCE

The City agrees to continue to provide life insurance coverage in the amount of twenty-five thousand dollars (\$25,000) per unit member. Unit members at their option and expense will be allowed to purchase additional increments of life insurance at the City's lower group rate.

ARTICLE 24: STATE DISABILITY INSURANCE

Participation in the State Disability Insurance (SDI) program shall be optional and all costs, funding, and premiums associated with participation in SDI shall be paid entirely by the participating unit members.

ARTICLE 25 VACATION

Vacation shall accrue for unit members based on the following schedule:

YEARS/MONTHS YEARS OF SERVICE	HOURS
1 - 4 (0-59 months)	80
5-6 (60-83 months)	120
7 -8 (84 – 107 mos.)	128
9 –10 (108-131 mos.)	136
11–12 (132–155)	144
13 – 14 (156-179)	152
15 – 16 (180-203)	160
17 – 18 (204-227)	168
19+(228 months+)	176

ARTICLE 26: ACCRUED VACATION TIME SELL BACK

On November 30th of each year, unit members who have utilized any portion of their floating holidays, shall deposit all vacation hours over 300 into the 401(a) plan up to the maximum allowed by law. If more than 300 hours remain in a unit member’s bank, including after the 401(a) conversion, those hours will remain in the bank for future use or conversion.

On November 30th of each year, unit members may make an irrevocable election to cash out vacation hours earned in the following year. Only hours earned in the following year may be paid out. The payout will be made the following December. The election is irrevocable and cannot be changed once the election is made.

All cashed out or converted hours will be paid at the unit member’s regular FLSA rate including any eligible post certification pay.

ARTICLE 27: SICK LEAVE

- A. ACCRUAL: Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.
- B. BUY-BACK: In November of each calendar year, each unit member may elect to be paid for each sick leave day accumulated during the following calendar year, according to the following table:

YEARS OF SERVICE	MAXIMUM BUY-BACK HOURS PER YEAR
2-6	48
7	56
8	64
9	72
10	80
11	88
12	96

The payment of hours will occur in November of the following year at his/her current FLSA regular rate of pay. The election is irrevocable and may not be changed once the election is made. A total of one (1)

year's accumulation must be on the books prior to any compensation being paid.

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance service credit for the purpose of sick leave buyback to new employees at time of hire.

ARTICLE 28: HOLIDAYS

The holidays which will be honored for employees in the unit will include the following, along with any additional day as designated by action of the City Council:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez	March 31 st
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
Two Floating Holidays	

Unit members shall not be allowed to carry holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year shall be paid off during January of the year following the year in which the holidays were accrued. Holidays shall be paid at the rate of pay applicable to the shift to which the employee is regularly assigned and shall include supplemental pay (POST certification pay) which may apply to the specific officer. The City will report to CalPERS the Holiday Cash Out amounts. This amount is derived from an employee's left over Holiday Cash Out amount and paid at the FLSA regular rate of pay. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

Holiday pay shall be compensated at ten (10) hours per holiday. Those employees working more than ten (10) hours per day (flexible work schedule) have the option of being compensated for the remaining hour/hours with accrued compensatory time, accrued floating holiday hours or accrued vacation.

ARTICLE 29: BEREAVEMENT LEAVE

Unit members who suffer a death in their immediate family shall receive four (4) days paid bereavement leave per incident. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse/registered domestic partner: spouse, child, parent, grandparent, grandchild, brother and sister.

ARTICLE 30: MILITARY LEAVE

The City and the Association agree to adhere to all provisions of Federal and State regulations pertaining to military leave.

ARTICLE 31: COMPENSATORY TIME OFF

Effective July 1, 1980, the City shall provide each unit member with the option, at the discretion of the employee, of receiving overtime compensation in the form of compensatory time off (CTO) or cash. Unit members shall be authorized to accumulate no more than three hundred twenty (320) hours of CTO during any calendar year. If at any time during a calendar year, a unit member has already accumulated three hundred twenty (320) hours of compensatory time, then overtime payments shall be made in cash.

Consistent with both the reasonable requirements of police administration and the provision of this paragraph, unit members shall be authorized to utilize the accumulated CTO for any purpose.

Unit members shall be granted the use of compensatory time off when the request to do so is provided to the Department in a reasonable amount of time. Requests for use of compensatory time off may only be denied when the request would unduly disrupt the operation of the Department.

The City agrees that it shall be at the discretion of the unit member to use compensatory time off in lieu of vacation or holiday time.

ARTICLE 32: LEAVE OF ABSENCE WITHOUT PAY

If a unit member takes more than seven (7) accumulated days of leave without pay in a calendar year, commencing at the beginning of the eighth (8th) day of leave without pay and any day of leave without pay thereafter during the calendar year, sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

ARTICLE 33: FAMILY LEAVE

The City will grant family leave in accordance with the Moore-Brown-Roberti Family Rights Act of 1993 (also known as the California Family Rights Act) and the Federal Family and Medical Leave Act.

ARTICLE 34: WORKWEEK

All unit members assigned to one of the Patrol Teams shall work a 3/12 work week consisting of three (3) consecutive work days of 12.5 (twelve and one-half) consecutive work hours, followed by four (4) consecutive days off each week (except instances of shift rotation).

Each unit member shall also work an additional 10 (ten) hour day in each 28 (twenty-eight) day period.

The scheduling of the 10 (ten) hour day shall be at the department's discretion, but every effort will be made to schedule these hours on day/days that is/are contiguous with the Officer's scheduled workweek. Department necessity will be the standard for scheduling of these hours.

All unit members assigned to a unit other than one of the regular Patrol Teams shall work a 4/10 consisting of four (4) consecutive workdays of ten (10) consecutive hours followed by three (3) consecutive days off each week or Patrol's 3/12 schedule at the discretion of the Chief.

ARTICLE 35: POLICE DUTY-OTHER THAN MUNICIPAL DUTY

Effective January 1, 1977, a unit member who performs services for an individual or organization other than the City of Redlands for which the City of Redlands has the right to bill for such services shall be paid at the rate of one and one-half times (1 1/2) the then existing hourly rate of the affected employee performing the service.

ARTICLE 36: CORPORAL RANK

The City and the Association agree that the rank of Police Corporal shall be assigned the same base wage range

as that assigned to the rank of Detective.

ARTICLE 37: LATERAL HIRE INCENTIVE POLICY

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance the following to new unit members at time of hire:

- A. Sick Leave: An immediate sick leave accrual balance, not to exceed a maximum of 96 hours;
- B. Vacation: An immediate vacation accrual balance not to exceed the equivalent of the new employee's annual accrual rate for vacation earned at the time of separation of employment with his or her former agency;
- C. Accelerated Vacation Accrual: Accelerating the vacation accrual rate of the new employee by providing him or her credit for service with his or her former agency for purposes of vacation accrual only, not to exceed the maximum of the number of years of service with the former agency(s).

Upon five years of service with the City of Redlands, lateral unit members who have years of service as a peace officer (as defined in Penal Code section 830.1) in the State of California will be allowed to count their years of service for accrual rates for vacation and sick leave.

ARTICLE 38: LONGEVITY PAY (PEACE OFFICER)

- A. For unit members hired prior to January 16, 2018, the City agrees that unit employees who have a combination of fourteen (14) years of continuous service either with the City of Redlands or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California, shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step, after fourteen (14) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 5th Step.

The City agrees that unit members hired prior to January 16, 2018 who have a combination of nineteen (19) years of continuous service either with the City of Redlands or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

In the event that a unit member is not at the 5th Step when he/she is eligible for the 6th Step, after nineteen (19) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 6th Step.

- B. For unit members hired after January 16, 2018

The City agrees that unit members hired after January 16, 2018 who have at least five (5) years of continuous service with the City of Redlands and a combination of fourteen (14)

years of continuous service with the City of Redlands and/or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "5" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step 4. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the 4th Step when he/she is eligible for the 5th Step, after fourteen (14) years of service, the unit member will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches the 5th Step.

The City agrees that unit members hired after January 16, 2018 who have at least five (5) years of continuous service with the City of Redlands and a combination of nineteen (19) years of continuous service with the City of Redlands and/or as a peace officer (as defined in Penal Code section 830.1 to 830.4) in the State of California shall advance to Step "6" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step 5. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

The modifications made to this section in the 2023 MOU are for clarification only and not intended to substantively change the benefits provided herein.

ARTICLE 39: K-9 PAY

Unit members while assigned to a K-9 Assignment shall receive extra compensation in the form of 3.5 hours of compensatory time off, banked for each pay period during the K-9 Assignment.

ARTICLE 40: NO STRIKE PROVISIONS

The Association agrees that it will not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

ARTICLE 41: PREVAILING BENEFITS

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this MOU, unless mutually agreed to by both parties.

ARTICLE 42: SAVINGS CLAUSE

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

ARTICLE 43: MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent department,

commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from requiring employer to meet and confer regarding decisions that may have an effect on wages, hours and working conditions. By agreeing to this provision, neither of the parties intend to waive or limit, in any way, any rights they may have under existing law, including, but not limited to the Meyers- Milius Brown Act (Government Code Section 3500 *et seq.*)

ARTICLE 44: DEATH OF EMPLOYEE

If a unit member dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased unit members shall be entitled to benefits as follows:

Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

In the event the deceased unit member qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

The City will inter at Hillside Cemetery, at no cost to the unit member or his/her family, any active unit member who dies in the line of duty, or dies from any disease that is recognized by the State of California as being associated with the job of being a public safety officer.

ARTICLE 45: ZIPPER CLAUSE

The City and the Association agree that all negotiable items have been discussed during the negotiations leading to this MOU, including salaries and benefits, and conditions of employment, and therefore the City and the Association further agree that negotiations will not be reopened on any item during the term of this MOU, except by mutual agreement of the City and the Unit, or as expressly provided otherwise in this MOU.

ARTICLE 46: RELEASE TIME

The City shall provide a total not to exceed 300 hours per year of paid release time from duty for the conduct of any Association activities as determined in the sole discretion of the Association. An Association member's time in labor negotiations with the City shall not be included in the 300-hour allocation. The Association shall provide the City with notification of its intent to utilize release time to the Human Resources Division at least seven (7) days prior to the usage.

ARTICLE 47: WORKING OUT OF CLASSIFICATION

Unit members temporarily required to perform the duties of a higher classification for at least one work week shall receive additional compensation equal to five percent (5%) of the unit member's regular rate of pay for all hours in which that member is temporarily required to perform the duties of a higher classification. When a vacancy exists which requires a unit member to perform the duties of a higher classification, that unit member shall have the right to fill such vacancy for the duration of the work week.

ARTICLE 48: REOPENERS

At the request of the Association, and upon mutual agreement of the parties, one or more terms of this MOU may be reopened for further discussion. The lack of mutual agreement to reopen shall not be subject to the grievance procedure, unfair labor practices before PERB, and/or court action.

ARTICLE 49: EMPLOYEE CONDUCT, DISCIPLINE AND GRIEVANCE PROCEDURES

SECTION 1 Definition and Objective of Discipline

Discipline is the enforcement of conformity to policies, rules and regulations and other administrative or legal requirements or practices designed to maintain standards of cooperation and conduct necessary to successfully carry out the service mission of the City organization. The terms "Discipline" and "Disciplinary action" as used herein are intended to be consistent with the term "punitive action" as defined in Government Code section 3303, "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment." Nothing in this section is intended to waive or in any way diminish an employee's rights under the law, including, but not limited to the Public Safety Officers Procedural Bill of Rights Act (Government Code section 3300 *et seq.*, "POBRA") and any conflict between these procedures and POBRA shall be resolved in favor of POBRA. Self-discipline or self-conformity is the goal of this section. Where self-discipline fails, disciplinary action is authorized and shall be accomplished in such a manner as to be just, equitable, consistent, and suited to the situation. The disciplinary action, when taken shall be documented in such a manner as to be defensible on appeal and/or review.

In all instances where disciplinary action is contemplated, with the exception of a written reprimand or probationary rejections, permanent full-time employees shall be afforded a reasonable opportunity to present, in person, their view of the incident(s) resulting in the disciplinary action to the supervisor charged with disciplinary authority prior to a decision to impose disciplinary action.

Any employee having supervisory authority and responsibility shall discuss deficiencies in performance, conduct, and other matters with subordinates at the time they are observed or become aware of such conduct, pointing out corrective action the employee should take. Whenever possible, sufficient time for improvement shall precede formal disciplinary action.

Types of disciplinary actions, which may be taken in order of severity, are: dismissal, demotion, reduction in pay steps within a pay range, suspension and written reprimand, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary actions are defined as follows:

- A. **Dismissal**: The discharge of an employee from the City service in accordance with these provisions.
- B. **Non-Probationary Demotion**: The movement of an employee from a position in one classification to a position in another classification having a lower maximum rate of pay.
- C. **Reduction in Pay**: The temporary or permanent decrease of the employee's pay rate within the pay range established for the employee's classification.
- D. **Suspension**: The temporary separation from the City service of an employee without compensation for a period not to exceed thirty (30) working days in any one (1) calendar year.
- E. **Written Reprimand**: An official notification in writing by the Police Chief or designee to the employee that the employee has committed conduct which is in conflict with a Department standard and that further disciplinary measures may be taken if the employee commits similar misconduct.

SECTION 2 Disciplinary Procedures

- A. Purpose: The purpose of the Disciplinary Procedures is to afford the affected permanent full-time employee an opportunity to present such employee's view of the factual situation leading to the proposed disciplinary action and to afford independent administrative review of any disciplinary action which is taken. With the exception of written reprimands and probationary rejections, the Disciplinary Procedures set forth herein shall be followed in all instances where disciplinary action is contemplated for any permanent, full-time employee in the classified service.
- B. Initial Notice and Right to Respond: Upon receipt of any written recommendation for disciplinary action, the Chief of Police shall review the recommendation and all accompanying materials. The Chief of Police may modify any recommendation and/or may return the file to the Assistant Chief for further investigation or action.

Once the Chief of Police is satisfied that no further investigation or action is required by staff, the Chief of Police shall determine the amount of discipline, if any, that should be imposed. In the event disciplinary action is proposed, the Chief of Police shall provide the employee with a pre-disciplinary procedural due process meeting (Skelly) by providing written notice of the charges, proposed action, and reasons for the proposed action.

Except as provided below, no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed discipline by a Letter of Intent or Notice of Adverse Action articulating the discipline that year, except as provided below. The public agency shall not be required to impose the discipline within that one-year period under the following circumstances:

- a. If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
- b. If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
- c. If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
- d. If the investigation involves more than one employee and requires a reasonable extension.
- e. If the investigation involves an employee who is incapacitated or otherwise unavailable.
- f. If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
- g. If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- h. If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer. (Government Code Section 3304(d))

At the time of the service of the Notice of Intent to Discipline, the Chief of Police shall also provide the employee with

- (a) Access to all of the materials considered by the Chief of Police in recommending the proposed discipline
- (b) An opportunity to respond orally or in writing to the Chief of Police within five days of receiving the notice.
 - 1. Upon a showing of good cause by the employee, the Chief of Police may grant a reasonable extension of time for the employee to respond.
 - 2. If the employee elects to respond orally, the presentation may be recorded by the Department and/or the employee. Upon request, the employee shall be provided with the Department's copy of the recording.

Once the employee has completed his/her response or if the employee has elected to waive any such response, the Chief of Police shall consider all information received in response to the recommended discipline. The Chief of Police shall render a timely written decision to the employee and specify the grounds and reasons for discipline and the effective date of the discipline, within 30 days of the decision, except if the public safety officer is unavailable for discipline. Once the Chief of Police has issued a written decision and served that decision on the employee, the discipline shall become effective.

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the Chief of Police after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

- (a) The response is not intended to be an adversarial or formal hearing.
- (b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
- (c) The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Chief of Police to consider.
- (d) In the event that the Chief of Police elects to cause further investigation to be conducted, the employee shall be provided with the results prior to the imposition of any discipline. The employee may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issues of information raised in any subsequent materials.

C. Final Notice and Implementation of Disciplinary Action: Upon the completion of the procedure set forth above, the affected employee shall be informed by the initiator of the disciplinary action, in writing, of the action taken, with a copy to the Human Resources Division.

D. Appeal Procedure:

Upon receipt of the final disciplinary action from the Police Chief, the employee shall have the right to appeal the decision in writing to the City Manager. The filing of an appeal will not stay the disciplinary action. Said appeal shall be delivered to the Human Resources Division within ten (10) working days of the employee's receipt of the Police Chief's action. Otherwise, the Police Chief's action shall be final and binding.

The City Manager shall not conduct a de novo evidentiary hearing, but shall meet with the employee and his/her representative. The meeting shall be recorded. Within twenty (20) working days of the conclusion of the meeting, the City Manager shall issue his/her final decision and advise the employee of his/her appeal rights pursuant to this Policy.

Except with respect to written reprimands equal to or less than forty (40) hours, and promotional probationary rejections, upon receipt of notice of final disciplinary action from the City Manager, the employee shall have the right to appeal the decision in writing to a third party arbitrator. Said appeal shall be delivered to the Human Resources Division within ten (10) working days of the employee's receipt of the City Manager's action. Otherwise, the City Manager's action shall be final and binding.

Persons who have been rejected from probationary status in an entry level position shall have no right to appeal such action. However, if the reason or reasons behind the discharge would tend to stigmatize the employee's reputation and negatively impact on future employment, and are publicized, the employee is entitled to a liberty interest hearing to clear his or her name.

SECTION 3 Disciplinary Authority

The Police Chief or designee shall have the power and duty to determine and implement disciplinary actions pursuant to these provisions. Disciplinary actions shall be final unless modified by the City Manager or an arbitrator, as determined in accordance with these provisions.

All persons holding positions in the classified service shall be subject to written reprimand, suspension, demotion, reduction in pay or dismissal from employment for misconduct, incompetency, inefficiency, or failure to perform duties or to observe the rules and regulations of the City, department or division, but subject to the right of appeal in the manner and to the extent set forth in these provisions.

- A. Written Reprimand: The Police Chief or designee may prepare a written reprimand on a subordinate for cause. Such reprimand shall be addressed to the employee and shall be acknowledged in writing by the employee. A signed copy shall be forwarded to the Human Resources Division along with a narrative report of the case. Written reprimands shall only be appealable pursuant to the provisions set forth herein. In addition to pursuing any appeal, an employee shall have the right to attach a response to a disputed written reprimand.
- B. Suspension: An employee may be suspended without pay by the Police Chief or designee for a period up to, but not exceeding, thirty (30) working days. Before the effective date of any suspension, the employee shall be furnished with written notice setting forth such reasons for such suspension pursuant to Section 2 of these provisions. The employee will also be advised of the right to appeal under these provisions, and informed of the regulations and procedures governing such appeals.
- C. Reduction in Pay: The Police Chief or designee may temporarily, or permanently, reduce an employee's pay range and/or salary up to fifteen percent (15%). Before the effective date of said reduction, the employee shall be advised of the action and the reasons therefore pursuant to Section 2 of these provisions. The employee reduced by such action shall be assigned a new anniversary date for merit review purposes; such date shall coincide with the effective date of the reduction action. Such action will be subject to appeal under the appeal procedure set out in these provisions. The Police Chief or designee may, after six (6) months from the effective date of the reduction, reinstate all or any portion of the reduction in pay.
- D. Non-Probationary Demotion: Before the effective date of a non-probationary demotion, the employee shall be advised of the action and the reasons therefor pursuant to Section 2 of these provisions. The employee demoted by such action shall be assigned a new anniversary date for merit review purposes; such date shall coincide with the effective date of the demotion. Such action will be subject to appeal under the appeal procedure set out in these provisions.
- E. Dismissal: The Police Chief or designee may terminate without cause any employee who lacks permanent status. The Police Chief or designee may terminate a permanent employee on any ground(s) designated in Section 4 of these provisions, subject to Section 2 of these provisions. The Police Chief or designee shall provide the

terminated permanent employee with a written statement of the reason for the action including the ground or grounds involved pursuant to Section 2 of these provisions. Such termination action shall be subject to appeal under the appeal procedure set out in these provisions.

SECTION 4 Grounds for Disciplinary Action

The grounds for disciplinary action are set forth in Policy No. 322, Standards of Conduct, in the Redlands Police Department Policy Manual.

SECTION 5: Records

Original copies of all written records pertaining to disciplinary actions shall be maintained in the employee's personnel file.

ARTICLE 50: THIRD PARTY ARBITRATION PROCESS FOR DISCIPLINARY APPEALS AND GRIEVANCE APPEALS

SECTION 1 Right of Binding Arbitration for Appeals of Disciplinary Action

Any permanent employee shall have the right to appeal to binding arbitration disciplinary actions involving termination, suspensions greater than forty (40) hours, reduction in salary/pay, and non-probationary demotion.

SECTION 1A Right of Binding Arbitration for Grievances

Any grievant(s) shall have the right to have grievances determined at binding arbitration.

SECTION 2 Process for requesting binding arbitration

The employee's or grievant(s)' request for binding arbitration must be addressed to the Human Resources Division and received in the Human Resources Office within the time periods set forth in this Agreement. The Human Resources Office has a ministerial duty to timestamp any request presented to it via email, facsimile or in person on the date received.

If, within the appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Division, an appeal hearing shall be established as follows:

- A. If a single third party arbitrator cannot be agreed upon by the Human Resources Division and the employee's representative (or employee alone if unrepresented), the California State Mediation and Conciliation Service shall be requested to submit to the City and the employee a list of seven (7) persons qualified to act as arbitrators. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall meet, or confer by telephone, to select the arbitrator. The parties shall alternately strike one (1) name from the list of arbitrators (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbitrator.
- B. Subject to the arbitrator's availability, the date for a hearing shall not be less than twenty (20) calendar days, nor more than sixty (60) calendar days, from the date of the filing of the appeal with the Human Resources Division unless the parties stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time and place of hearing.
- C. All hearings shall be private, however, the arbitrator shall, at the request of the employee, open the hearing to the public.

- D. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than five (5) calendar days, prior to the commencement of such hearing. The city agrees to reasonably produce City employees. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the arbitrator.
- E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence shall be excluded. The arbitrator shall not be bound by technical rules of evidence. The arbitrator shall rule on the admission or exclusion of evidence.
- F. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. In the case of an appeal of discipline, if the employee does not testify on his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, employee/employer representative) mutually agree that same is not necessary. In the event that both parties mutually agree that a court reporter is not necessary the hearing shall be electronically recorded. If either party requests a transcript of the electronic recording, the parties shall have the recording transcribed by a court reporter, and the costs shall be shared equally by the parties.
- G. A binding arbitration hearing appealing discipline shall proceed in the following manner, unless the arbitrator, for special reason, otherwise directs:
1. The party imposing discipline shall be permitted to make an opening statement;
 2. The appealing party shall then be permitted to make an opening statement;
 3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence of the misconduct;
 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 5. The parties may then, in order, respectively offer rebutting evidence only, unless the arbitrator for good reason, permits them to offer evidence upon their original case;
 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the arbitrator.
- H. A binding arbitration for a grievance shall proceed in the following manner, unless the arbitrator, for special reason, otherwise directs:
1. The grievant(s) shall be permitted to make an opening statement;
 2. The City shall then be permitted to make an opening statement;
 3. The grievant(s) shall present the evidence on his/her/their parts; the grievant(s) bear the burden of proof and

burden of producing evidence supporting their claim(s);

4. The City may then open its defense and offer evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 5. The parties may then, in order, respectively offer rebutting evidence only, unless the arbitrator for good reason, permits them to offer evidence upon their original case;
 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the arbitrator.
- I. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures or television pictures shall be taken in the hearing chamber during a hearing. The arbitrator, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The arbitrator shall render his/her judgment as soon after the conclusion of the hearing as reasonably possible and in no event later than thirty (30) calendar days after conducting the hearing. In the case of an appeal of discipline, the arbitrator's decision shall set forth which charges, if any, are sustained and the reasons therefor. In the case of a grievance, the arbitrator's decision shall set forth the relief, if any, provided to grievant(s) and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The opinion shall be binding.
 - J. In the case of an appeal of discipline, the arbitrator may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. He/she may not increase the level of discipline imposed by the City Manager.
 - K. The arbitrator's opinion shall be filed with the City Manager, with a copy sent to all parties, and the Human Resources Division, and shall set forth his/her findings and decision.
 - L. In the case of a dismissal hearing where a dismissal is not the arbitrator's decision, the opinion shall set forth the recommended date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
 - M. In the case of an appeal of discipline, if the discipline imposed resulted in loss of pay, and the arbitrator's decision results in reduction or elimination of loss of pay and/or other benefits, the pay and/or benefits loss shall be restored to the employee based on the number of regularly scheduled work hours lost computed at his/her then base hourly rate.
 - N. The costs of the arbitration and the court reporter shall be shared equally by the parties.
 - O. The provisions of Section 1285 et. seq. of the Code of Civil Procedure shall be applicable to proceedings under this Section.

SECTION 3 Appeals of Suspensions of Forty (40) Hours or Less and Promotional Probationary Rejections

A permanent employee shall have the right to appeal a suspension of forty (40) hours or less or promotional probationary rejection in the following manner:

1. The Police Chief shall cause to be served on the employee affected, by registered mail or personal delivery, a statement signed by the Police Chief of the specific action against the employee. This statement shall clearly inform the employee that he/she has the right, within ten (10) working days after receipt of this notice, to request an informal hearing on the action by filing the request with the Police Chief.

2. If within the ten day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed.
3. If within the ten day appeal period the employee involved files such notice of appeal by giving written notice of appeal to the Police Chief, a time for an appeal hearing before the City Manager or the Police Chief (at the employee's discretion) shall be established. The date for a hearing shall not be less than ten (10) calendar days, nor more than thirty (30) calendar days, from the date of the filing of the appeal, unless the parties stipulate to a different date. All interested parties shall be notified in writing of the date, time, and place of the hearing at least seven (7) calendar days prior to the hearing.
4. The City Manager, or Police Chief, shall conduct an informal hearing on the appeal. Each party shall have the opportunity to present all relevant information in support of its respective position. These proceedings may be electronically recorded and either party shall have the right to cause them to be reported by a certified shorthand reporter at the party's expense.

Within ten (10) calendar days after the conclusion of the hearing, the City Manager, or Police Chief, shall deliver to the employee a written decision which shall either (a) affirm the decision, (b) modify it by (1) holding that certain charges were not established by a preponderance of the evidence and/or (2) reducing the penalty or (3) overturn the decision in its entirety. Said decision shall be final and binding on the parties, subject to their right to seek judicial review pursuant to 1094.5 and 1094.6 of the California Code of Civil Procedure.

Persons who have been rejected from probationary status in an entry level position shall have no right to appeal such action under these provisions.

SECTION 4 Appeals of Written Reprimands

Any employee wishing to formally appeal a written reprimand must submit a written request to his/her Bureau Supervisor (the Bureau Lieutenant, or if there is no Lieutenant, the Bureau Commander) within ten days of receipt of the written reprimand. The Bureau Supervisor will then assign the appeal to an uninvolved supervisor of at least one rank above the rank of the supervisor issuing the original written reprimand. Absent a written stipulation to the contrary, the employee will be provided with an evidentiary hearing before the assigned, uninvolved supervisor within 30 days. The decision of the assigned, uninvolved supervisor to sustain, modify or dismiss the written reprimand shall be considered final.

ARTICLE 51: GRIEVANCE PROCEDURES

SECTION 1: Purpose of Rule

- A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- B. To afford employees individually or through recognized employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
- C. To provide that grievances shall be settled as near as possible to the point of origin.
- D. To provide that grievances shall be conducted as informally as possible.

SECTION 2 Matters Subject to Grievance Procedure

An employee or recognized employee organization shall have the right to file a grievance concerning an alleged violation of expressed terms of a memorandum of understanding provision, City policy, City Rules and Regulations, administrative orders and/or procedures, except that the following subjects are excluded from the scope of the grievance procedure:

- A. Disciplinary action.
- B. Matters which are within the exclusive jurisdiction of another agency, and for which a means of appeal is provided.
- C. Performance evaluations.

SECTION 3 Informal Grievance Procedure

An employee or recognized employee organization who has a problem or complaint subject to the grievance procedure should first attempt to settle same through discussion with the immediate supervisor within fifteen (15) calendar days that the employee knew, or by the exercise of reasonable diligence should have known, of the circumstances giving rise to the grievance. In the case of a recognized employee organization, it shall attempt to settle such problem with the Human Resources Division. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with the supervisor's immediate supervisor, if any. Every effort shall be made to find an acceptable solution by informal means at the lowest possible level of supervision.

If the employee or recognized employee organization is not in agreement with the decision reached by discussion, the employee or recognized employee organization shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of the immediate supervisor or Human Resources Division. Formal written grievances shall specifically identify the employee(s) affected, shall specifically identify the action being grieved, and shall include a statement of the action(s) desired by the grievant and the reasons therefor.

SECTION 4 Formal Grievance Procedure (Levels of Review Through Chain of Command)

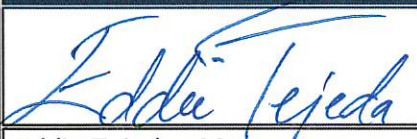
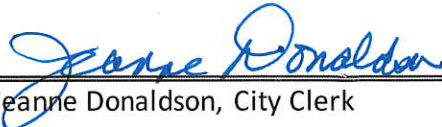
- A. **First Level of Review:** For a grievance by an individual employee only, such grievance shall be presented in writing to the employee's immediate management supervisor (Bureau Manager), who shall render a decision and comments in writing and return them to the employee within ten (10) calendar days after receipt of the grievance. If the employee does not agree with the supervisor's decision, or if no answer has been received within ten (10) calendar days, the employee may present the grievance, in writing, to the Police Chief. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of the management supervisor, or within fifteen (15) calendar days if no decision is rendered, shall constitute a waiver of the grievance. For a grievance filed by the recognized employee organization on its own behalf, or on behalf of more than one individual employee, the initial formal filing of the grievance shall be with the Police Chief as set forth in Paragraph B below and shall be filed within ten (10) calendar days after receiving the informal decision of the Human Resources Division.
- B. **Police Chief Review:** The Police Chief, or designee, shall discuss the grievance with the grievant(s), the grievant(s)'s representative(s), if any, and with other appropriate persons. The Police Chief shall render a decision and comments in writing, and return them to the grievant(s) within ten (10) calendar days after receiving the grievance. If the grievant(s) does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, the grievant(s) may present the grievance in writing to the City Manager. Failure of the grievant(s) to take further action within ten (10) calendar days after receipt of the Police Chief's written decision, or within fifteen (15) calendar days if no decision is rendered, shall constitute waiver of the grievance.
- C. **City Manager:** The City Manager, or designee, upon receipt of the grievance, shall discuss the grievance with the grievant(s), or the grievant(s)'s designated representative(s), and with other appropriate persons. The City Manager shall render a decision in writing to the grievant(s) within twenty (20) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within twenty (20) calendar days, the grievant(s) shall have a right to have the matter decided at binding arbitration.

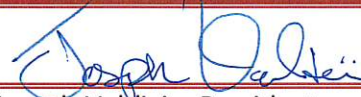

pursuant to this agreement. Failure of the employee to take further action within ten (10) calendar days after receipt of the City Manager's written decision, or within twenty (20) calendar days if no decision is rendered, shall constitute waiver of arbitration.

SECTION 5 Conduct of Grievance Procedure

- A. The time limits specified above may be extended to a definite date by mutual agreement of the grievant(s) and a representative of the City or the reviewer concerned.
- B. The grievant(s) may request the assistance of another person of his/her own choosing in preparing and presenting the grievance at any level of review.
- C. Grievants shall be assured freedom from reprisal for using the Grievance Procedures.

ARTICLE 52: SIGNATURES

CITY OF REDLANDS	
	7-5-23
Eddie Tejada , Mayor	Date
Attest:	
	7-5-23
Jeanne Donaldson, City Clerk	Date

REDLANDS POLICE OFFICERS ASSOCIATION	
	7/5/2023
Joseph Valdivia, President	Date
Jacob Kalinski, Attorney for the Association	Date
	07/05/2023