

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

***CITY OF REDLANDS***

**AND THE**

**REDLANDS CIVILIAN**

**SAFETY EMPLOYEE ASSOCIATION**

**JULY 1, 2023 - JUNE 30, 2026**

*Between*  
**The City of Redlands**  
*And The*  
**Redlands Civilian Safety**  
**Employee Association**

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**July 1, 2023- June 30, 2026**

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**Article 1. PREAMBLE**

It is the intent and purpose of this Memorandum of Understanding (hereinafter “MOU”) to set forth the understanding of the City of Redlands (hereinafter “City”) and the Redlands Civilian Safety Employees Association (hereinafter “Association” or the “Unit”) 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 and the Association.

**Article 2. TERM OF MEMORANDUM OF UNDERSTANDING**

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

**Article 3. RECOGNITION**

A Unit employee shall be defined as an employee of the City and assigned to the Association’s Unit by the City Manager in accordance with City policies and procedures. The following classifications are assigned to the Association’s Unit:

- Animal Services Officer
- Animal Services Supervisor
- Community Service Offer I/II
- Crime Analyst
- Digital Forensic Examiner
- Dispatch Supervisor
- Dispatcher I/II/III
- Executive Police Assistant
- Fire Prevention Inspector
- Forensic Specialist
- Kennel Attendant
- Police Recruit
- Property and Evidence Technician
- Records Specialist I/II
- Records Supervisor

**Article 4. MANAGEMENT RIGHTS**

The authority of the City includes:

- The exclusive right to determine the mission of its constituent departments, 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;
  - 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 meeting and conferring over effects on matters within the scope of representation.

**Article 5. SALARIES**

- A. All Unit employees are responsible for the employee contribution to Social Security and Medicare.
- B. Effective the first full pay period following July 1, 2023, all Unit employees will receive a seven percent (7%) increase to base salary.
- C. Effective the first full pay period following July 1, 2024, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.
- D. Effective the first full pay period following July 1, 2025, all Unit employees will receive a two percent (2%) increase to base salary over the prior year.

**Article 6. RETIREMENT**

**A. Classic Members**

- 1. All “classic” Unit members shall personally fund 100% of the 7% of compensation earnable as and for the individual member’s normal employee PERS contribution. (The term “classic” member is defined in the Public Employee’s Pension Reform Act of 2013-“PEPRA.”)

All “classic” member normal contributions required to be paid by the member, whether paid by the employer or the member, shall be credited to the member’s CalPERS account.

The City shall adopt the necessary resolution(s) so that individual member contributions made by the employee may be excluded from taxable income pursuant to Section 414(h)(2) of the United States Internal Revenue Code.

Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

- 2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

**B. New Members**

1. PEPRA shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below. Any provision in this MOU which contradicts any provision of PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.
2. Unit employees who are “new members” as defined in PEPRA, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (PEPRA – Government Code section 7522.30)
3. Unit employees who are “new members,” as defined in PEPRA, on and after January 1, 2013, shall be enrolled in the PEPRA retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

**Article 7. *EDUCATION INCENTIVE PAY***

Employees will qualify for a three percent (3%) increase in base salary upon submitting satisfactory proof of a Master or Doctoral degree (i.e., official transcripts) where such degree is not required as part of the employee’s minimum job qualifications. If a Master’s degree is required as part of the employee’s minimum job qualifications, the employee will only be eligible for education incentive pay upon submitting satisfactory proof of a Doctoral degree.

**Article 8. *LONGEVITY PAY***

- A. Employees with fifteen (15) years continuous service with the City, shall advance to Step “5” on the salary schedule which shall be a minimum of three percent (3%) higher than Step “4,” effective with the beginning of the pay period closest to completion of their fifteenth (15<sup>th</sup>) year of service.
- B. Employees with twenty (20) years continuous service with the City, shall advance to Step “6” on the salary schedule which shall be a minimum of two percent (2%) higher than Step “5,” effective with the beginning of the pay period closest to completion of their twentieth (20<sup>th</sup>) year of service.
- C. In the event that an employee is not at Step 4 when he/she is eligible for Step 5, at the completion of fifteen (15) years of service, the employee will advance to the next step in the salary range and continue to advance based on merit until the employee reaches Step 5.
- D. In the event that an employee is not at Step 5 when he/she is eligible for the Step 6, at the completion of twenty (20) years of service, the employee will advance to the next step in the salary range and continue to advance based on merit until the employee reaches Step 6.

**Article 9. OVERTIME**

- A. Overtime pay shall be earned at time and one-half for all hours. A Unit employee may elect to earn compensatory time off, at one and one-half time, in lieu of overtime pay. Overtime must be paid at the time it is worked or accrued as compensatory time. Accrued compensatory time will not be paid off in lump sum except at termination and only for those hours on the official payroll records.
- B. Paid leave time, which encompasses floating holiday, vacation, sick, and compensatory time, shall not be considered hours worked for the computation of overtime. Paid holiday time and jury duty shall be considered hours worked for the computation of overtime.
- C. Any Unit employee who works overtime in excess of three and one-half (3½) hours, provided that employee has worked eight (8) hours in addition to the three and one-half (3½) hours, will be entitled to have a meal at the expense of the City or be entitled to go home and eat, which will be at the discretion of the supervisor in charge.

**Article 10. WORKING OUT OF CLASSIFICATION PAY**

- A. Whenever the needs of the City require a Unit employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the Unit employee works out of classification. Employees approved to work out of class shall be placed at Step 0 of the classification in which they are working. If Step 0 does not provide a 5% increase, the employee will be placed at the step on the range that provides a 5% increase. Placement will not exceed Step 4 of the range.
- B. In order to receive out of classification pay the following provisions must occur:
  - 1. A vacancy or absence must exist for out of classification pay to be paid.
  - 2. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
  - 3. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.
  - 4. The employee shall have completed five (5) consecutive full work days in the higher classification and shall then be eligible for out of classification pay commencing with the sixth (6th) consecutive day working out of classification and continuing for all consecutive days worked thereafter
- C. Working out of classification pay will only be authorized upon recommendation to the Human Resources/Risk Management Director by the Department Director and will require a Personnel Action Form with supporting documentation justifying the special assignment.

**Article 11. SPECIAL ASSIGNMENT PAY**

Unit employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay will only be authorized upon Department Director recommendation, Human Resources Director concurrence, and City Manager approval.

**Article 12. CALL BACK PAY**

- A. Call back time will be reimbursed based on a minimum two (2) hour block at time and one-half, with the exception that Unit employees will be reimbursed based on a minimum three-hour block at time and one-half if the call back is between the hours of 12:00 a.m. and 7:00 a.m. Any Unit employee who is unable to respond within thirty (30) minutes may be eliminated from the standby rotation.
- B. A Unit employee working a continuous call back of at least four (4) hours that ends within eight (8) hours of the employee's regular job starting time is not required to report to duty at the employee's regularly scheduled time. When a Unit employee has worked at least two (2) hours during the eight (8) hours prior to the commencement of the regular work schedule, the employee shall automatically report to duty on the employee's regularly scheduled shift immediately commencing ten (10) hours after the end of the call-back assignment.

**Article 13. STAND-BY PAY**

- A. Unit Employees assigned to standby duty shall receive one (1) hour of pay at straight time for standby duty on a regularly scheduled work day and four (4) hours of straight time pay for standby duty on a regularly scheduled day off or holiday.
- B. In order to qualify for standby pay, a Unit employee must:
  - 1. Be required to carry a telephone at all times;
  - 2. Be able to report to the worksite within thirty (30) minutes; and,
  - 3. Not consume alcoholic beverages or any other debilitating drug while on standby.

**Article 14. MOBILE DEVICE PAY**

The Police Chief may assign unit members in the classifications of Crime Analyst, Dispatch Supervisor, and Executive Police Assistant to carry a mobile device for the benefit of the City. Unit members assigned to carry a mobile device shall receive one hundred dollars (\$100) per month in addition to their regular base salary. All employees receiving this incentive shall be required to carry the mobile device at all times.

**Article 15. MATRON PAY**

- A. Female Community Service Officers, Dispatchers and Records Specialists who are assigned to the position after July 1, 2004, shall receive a 2.5% salary differential in recognition of the fact that they may be required to perform matron duties. This differential shall only be paid for actual hours worked when matron duties are performed.
- B. Female Records Specialists assigned to the position prior to July 1, 2004, shall receive a 2.5% salary differential in recognition of the fact that they were required to perform matron duties. This differential shall continue to be paid for all hours worked until the incumbent employee transfers or promotes. If an employee leaves the position and later returns, she shall be considered to be newly assigned and shall receive the salary differential only when matron duties are actually performed as described in the previous paragraph of this Article.

**Article 16. TRAINING PAY**

When a dispatcher is assigned a trainee during the initial training period, the assigned training dispatcher shall be eligible to receive training pay in the amount of five percent (5%) of base salary at straight time. A dispatcher is only eligible for training pay when actively training a probationary dispatcher.

When a forensic specialist or community service officer is assigned a trainee during the initial training period, the assigned training employee shall be eligible to receive training pay in the amount of two and one half percent (2.5%) of base salary at straight time. An employee is only eligible for training pay when actively training a probationary forensic specialist or community service officer.

**Article 17. SHIFT DIFFERENTIAL**

The City agrees to provide a five percent (5%) shift differential to those Unit employees who work one-half of their regularly scheduled shifts after 7:00 p.m., not to include overtime, special assignments, emergency hours, etc. worked after 7:00 p.m. The shift differential shall apply to the full regularly scheduled shift.

**Article 18. UNIFORM ALLOWANCE**

- A. The City shall provide a clothing allowance of three hundred twenty-five dollars (\$325) in the form of a check, to all non-uniformed Unit employees on payroll as of June 1<sup>st</sup> of each year. This allowance shall be paid in July of each year.
- B. Unit employees in the following classifications shall receive a uniform allowance of one thousand seven hundred dollars (\$1,700) per year. Two checks of eight hundred fifty dollars (\$850) each shall be issued each year, one in July and one in January for unit employees employed as of June 1 and December 1, respectively.

Animal Services Officer
Animal Services Supervisor
Community Services Officer I/II
Digital Forensic Examiner
Dispatch Supervisor
Dispatcher I/II/III
Fire Prevention Inspector
Forensic Specialist
Property & Evidence Technician

- C. The Kennel Attendant shall receive a boot allowance in the amount of two hundred twenty-five dollars (\$225) to be paid in July of each year.
- D. Uniforms are to be presentable at all times. Cleaning and maintenance of uniforms shall be the responsibility of the employee.

- E. The parties recognize that their best efforts have been made to list the appropriate job classifications and uniform entitlement. In the event there is a change to job duties or an error has been made and a classification has been misidentified, that classification will be added to the above appropriate category. If new classifications are added during the term of this MOU (2023-2026), the City and the unit will meet and confer on whether the newly added classification will receive a uniform allowance or a clothing allowance.

**Article 19. DEFERRED COMPENSATION**

Unit employees are eligible to participate in City Deferred Compensation Plans 457 (B) and 401 (A) as provided for in State and Federal Tax Codes. The City will contribute Eight Hundred Sixty Dollars (\$860) per year to a 401(A) program for Unit employees who receive a uniform allowance. The City will contribute One Thousand Five Hundred Sixty Dollars (\$1560) per year to a 401(A) program for Unit employees who do not receive a uniform allowance. For new employees and employees transferring into the unit the amount will be prorated on a monthly basis for period of service within the unit. Unit employees may individually contribute additional deferred compensation to the 457 (B) Plan in accordance with Plan provisions.

**Article 20. RIDESHARE PROGRAM**

- A. All Unit employees are eligible for participation in the City's ridesharing program. Participation in the program is voluntary and shall be in full compliance of Redlands Ridesharing Program Policy. Approved participants shall receive fifteen (15) minutes of accrued compensatory time off for each rideshare day. Ridesharing shall be reported on individual employee timesheets.
- B. The program shall be monitored by the Program Coordinator. Participants in violation of the Ridesharing Policy, including falsification of reporting, shall be permanently dismissed from the program and subject to disciplinary action.

**Article 21. TUITION REIMBURSEMENT**

- A. Unit employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of five thousand dollars (\$5,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.
- B. The course must be satisfactorily completed with a minimum grade of "C" or equivalent.

**Article 22. BILINGUAL PAY**

Unit employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program, and upon approval by the Department Director and City Manager. Authorized employees shall receive additional compensation in the amount of one hundred dollars (\$100) per month.

**Article 23. DEATH OF EMPLOYEE**

If a Unit employee dies while on duty, the City shall calculate compensation for the entire shift.

- A. The eligible dependents of deceased employees shall be entitled to benefits as follows:
- B. 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.
- C. In the event the deceased Unit employee 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.

**Article 24. HEALTH INSURANCE**

- 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 PEMHCA contribution and the following amount:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	\$750	\$775	\$800
Employee Plus One Dependent:	\$1,500	\$1,550	\$1,600
Employee plus Two or more Dependents:	\$1,950	\$2,025	\$2,100

- B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.
- C. The City agrees to provide a stipend of three hundred and fifty dollars (\$350), on a monthly basis, for those Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

**D. RETIREE INSURANCE BENEFITS**

1. 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 (\$397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.
2. Upon service retirement and completion of twenty (20) cumulative years of service with the City, a Unit employee hired prior to March 11, 2010, who qualifies as an annuitant under PEMHCA, may elect to receive as a City contribution to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance (excludes vision coverage) for the employee and eligible dependents, under the City’s medical insurance program. Employees hired on or after March 11, 2010 are not eligible for this benefit.
3. Unit employees with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system and who qualify as an annuitant

under PEMHCA may elect to receive “Medical Bridge.” Under the “Medical Bridge,” the City will contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing Unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the unit member and not by the City.

**Article 25. 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 employee in the unit and all eligible dependents of such employee.

**Article 26. VISION CARE**

The City agrees to reimburse each Unit employee up to three hundred dollars (\$300) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent.

**Article 27. LIFE INSURANCE**

The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars (\$25,000) for all Unit employees.

**Article 28. WORKERS’ COMPENSATION/SDI**

- A. The City agrees to provide City paid State Disability Insurance coverage to all Unit employees.
- B. Sick leave or compensatory time may be used to supplement a Worker’s Compensation or State Disability Insurance check, not to exceed the Unit employee’s regular rate of pay. Prior to use of accrued sick leave or compensatory time for this purpose, the State Disability Insurance check stub must be submitted to Payroll.

**Article 29. VACATION**

A. The vacation accrual for Unit employees shall be as follows:

YEARS/MONTHS OF SERVICE	ANNUAL ACCRUAL RATE – HOURS
0 – 5 (0-59 months)	80
6 – 7 (60-83 months)	120
8 – 10 (84-119 months)	140
11–14 (120-167 months)	160
15+ (168 months+)	200

- B. The maximum vacation accrual shall be three (3) years. In November of each calendar year all vacation hours in excess of three (3) years accrual will be paid off at the Unit employee’s current hourly rate.

**Article 30. 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. **USE:** Unit employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.
- C. **BUY BACK:** In November of each calendar year, each Unit employee may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the following calendar year in excess of six (6) sick leave days in November of the following year. A total of one (1) year’s accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed once the election is made. Unit employees may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.
- D. **AT SEPARATION OF SERVICE:** Upon voluntary separation of service or layoff with the City, Unit employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	25 %
16 – 20	35 %
21+	50 %

- E. **UPON SERVICE RETIREMENT:** In lieu of the benefit D of this Article, and upon service retirement under the PERS retirement plan, Unit employees may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and deposited in the Post Employment Health Plan (PEHP) where it can be used for covered expenses such as applicable premiums payable under the City’s medical insurance program for the employee and the employee’s eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.
- F. **CONVERSION TO SERVICE CREDIT:** In lieu of benefits D and E cited above, Unit employees may elect to have all remaining sick leave accrued at the time of service retirement converted to PERS service credit.

**Article 31. BEREAVEMENT LEAVE**

In the event of a death in the immediate family, an eligible Unit employee will be compensated with four (4) days paid leave. In addition, eligible Unit 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 or registered domestic partner: spouse, registered domestic partner, child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-

children, and grandchildren. The definition of immediate family will also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

**Article 32. LEAVE OF ABSENCE WITHOUT PAY**

If a Unit employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) 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. MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of State and Federal law. The Department Director may request copies of the Unit employee’s official military orders.

**Article 34. HOLIDAYS**

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

HOLIDAY	DAY OBSERVED
New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
President’s Day	Third Monday in February
Cesar Chavez	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran’s Day	November 11
Thanksgiving Day	Third Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25

- B. If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.
- C. If a scheduled holiday falls on an employee’s regular day off, the Unit employee shall be compensated for one day of holiday compensation at straight time. Employees should not be scheduled to work both the designated holiday and the actual holiday.
- D. Holiday pay shall be compensated in accordance with the Unit employee’s standard work schedule.
- E. Unit employees are entitled to receive:

1. Two (2) Floating Holidays per calendar year; and
  2. Twenty (20) Hours of Additional Floating Holidays per calendar year
- F. Unit employees shall not be allowed to carry floating holidays over from one calendar year to the next. Holidays not taken by December 31<sup>st</sup> of any given year will be forfeited.

**Article 35. COMPENSATORY TIME OFF**

- A. Compensatory Time Off (CTO) shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked in accordance with the Fair Labor Standards Act. CTO shall not accumulate in excess of three hundred (300) hours at any given time. Use of compensatory time-off earned shall be granted so that it does not unduly disrupt the operations of the City. Terminating Unit employees shall be compensated for accrued compensatory hours.

**Article 36. EMPLOYEE ORGANIZATION RIGHTS**

Time Off for Association Reps: The Association may designate up to seven (7) representatives to attend Association meetings on City time, including new employee orientations, provided that no designated Unit employee shall be released for more than four (4) hours per month. The time must be scheduled in advance and the supervisor must be notified.

New Employees: The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of his/her employment.

Orientations: In accordance with Government Code §3555 3559, the City shall provide written notice to Association Representatives when a new employee is hired or promoted into the bargaining unit and provide reasonable release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment. New employees shall be advised of the potential release of personal information, identified in Demographic Reports, below, and shall have the option to request in writing to Human Resources that the City refrain from disclosing such personal information.

Demographic Reports: In accordance with Government Code §3555 3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City. Pursuant to Gov. Code 6254.3(c), an employee may request that the City refrain from disclosing the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

Visits by Association Representatives: Accredited representatives of the Association will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official

Association business, provided Association representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Association representative provides advance notice to the supervisor in charge as soon as reasonably possible.

Contract Negotiations: The negotiating team for the Association, to be comprised of no more than five (5) employees, shall be permitted to attend negotiating sessions during work hours with pay. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

Dues Deduction: The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

In accordance with SB 866, Gov't Code §1157.12, the City shall rely on a certification from the Association Representatives requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. An Association that certifies that it has and will maintain individual employee authorizations shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The employee organization shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws, and this MOU.

In accordance with SB 866, Gov't Code §3550-3553, the City shall not deter or discourage employees or applicants from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.

**Article 37. MEAL PERIODS**

Unit employees shall be entitled to a meal period which shall not be less than thirty (30) minutes or greater than sixty (60) minutes. Every effort will be made to schedule the meal period during the middle of a shift, when possible.

**Article 38. REST PERIODS**

A. The City agrees to the following: Unit employees shall be entitled to two (2) daily rest periods ten (10) to fifteen (15) minutes in duration which insofar as practical shall be in the middle of each work period.

The rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of work.

- B. The Association understands and agrees to the following. With regard to break periods, the following scenarios should not occur:
1. Combining two daily breaks into one 20-30 minute break.
  2. "Banking" breaks from day to day.
  3. "Saving" break time in order to extend lunch periods or shorten the workday.
  4. Payment of compensatory time off or overtime for "unused" breaks.

**Article 39. CATASTROPHIC LEAVE**

Unit employees are eligible for catastrophic leave in accordance with the City's Catastrophic Leave Policy.

**Article 40. LEAVE TIME REPORTING**

Leave time may be used and reported in increments of fifteen (15) minutes.

**Article 41. DRIVER'S LICENSE PHYSICAL EXAMS**

The City will pay for the required physical examination for Unit employees required by their job classification to maintain Class A or Class B driver's licenses. Time spent participating in the required physical examination will be considered as time worked.

**Article 42. EMPLOYMENT EXAMINATION PROCEDURES**

The examination procedure for all City jobs will be as established by the City and Association.

**Article 43. PROBATION**

- A. Unit employees newly hired shall serve a probationary period of twelve (12) months.
- B. Unit employees who are promoted shall serve a probationary period of six (6) months.
- C. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

**Article 44. WORKWEEK /WORK SCHEDULE**

The work schedule represents the time that an employee is regularly scheduled to work. The Department Director shall establish the actual number of hours which comprise the standard tour of duty for each position. Any proposed change shall be communicated to the Unit employees and the Association at least two (2) weeks prior to the proposed change being implemented, unless mutually agreed upon between the employee and supervisor or in the case of exigent circumstances. If requested by the Association, the City shall expeditiously meet and confer regarding such change.

**Article 45. PROMOTIONAL POSITIONS**

- A. The City may seek only promotional candidates to fill available positions. In this case, distribution of job announcements shall be limited to internal sources. Promotional candidates shall follow the procedures identified in the City's Personnel Rules and Regulations. Unit employees appointed to

promotional positions shall complete a probationary period in accordance with the City's Personnel Rules and Regulations.

- B. Unit employees appointed to a promotional position shall receive the nearest highest monthly salary which is at least five percent (5%) higher than the employee's previous base salary, but in no case more than the top step of the new salary range.

**Article 46. NO STRIKE PROVISION**

It is understood and agreed that the service performed by Unit employees are essential to the public's health, safety, and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action of the City. In the event of a violation of this section, the Association agrees to take affirmative steps with the Unit employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The City reserves the right to terminate any Unit employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

**Article 47. DIRECT DEPOSIT**

Direct deposit of employee paychecks will be available to Unit employees.

**Article 48. PERSONNEL FILE**

- A. No material which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in a Unit employee's personnel file unless the employee has been allowed to read such material and respond to it, in writing, which response will also be placed in the personnel file.
- B. Any Unit employee, upon request, shall have access to his/her personnel file, and shall have the right of reproduction, at cost, of his/her personnel file in full or in part. No portion of an employee's personnel file shall be transmitted to anyone other than the City Manager, Human Resources Director, Department Director, Risk Management Administrators, or by Court subpoena. The employee is to be notified at the time of the request that the information has been transmitted and to whom it was sent.

**Article 49. COPY OF MOU TO EACH EMPLOYEE**

The City will post on the City website and make an electronic copy of the MOU available to each Unit employee within sixty (60) days of execution.

**Article 50. RULES, REGULATIONS AND RESOLUTIONS**

The City agrees to review annually with the Association major changes in the Personnel Rules and Regulations and to make available copies of the rules and regulations to all employees. Salary resolutions shall be furnished to the Association and all Unit representatives.

**Article 51. DISCIPLINARY PROCEDURE**

- A. THE INVESTIGATORY INTERVIEW PROCESS

Prior to any investigatory interview or consultation between a Unit employee and the Department Director or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Association. If requested, the employee may have an Association representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The Unit employee or the City may elect to record any such investigatory interview or consultation, unless the City and the employee and the Association mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

## B. DISCIPLINARY PROCEDURES

No non-probationary Unit employee shall be disciplined without cause. A promotional probationary employee who is subject to discipline as defined by City rules and regulations, shall retain the right to challenge the action in the same manner as a non-promotional employee who has successfully completed the probationary testing period. Rejection from a probationary promotional position is not "disciplinary action" as described herein, and is not subject to appeal or any other challenge. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

### 1. Notice of Proposed Action

Whenever a Unit employee is to be discharged, suspended (for more than five (5) working days) demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five (5)<sup>1</sup> days of the proposed disciplinary action shall be given before such action is to be taken and must include:

- a. Notice of proposed action;
- b. Reasons for proposed action;
- c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
- d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

In the case of a suspension of five (5) working days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

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<sup>1</sup> Unless specifically noted to be "working days," any reference to days is calendar days.

## 2. Limitations and Exceptions

- a. Oral notice is insufficient as full notice to a Unit employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
- b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.
- c. Unit employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)
- d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The Unit employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

## 3. A Unit employee's Response to Proposed Discipline

- a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Director. An employee's opportunity to respond to the Department Director is not intended to be an adversarial hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Director's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Director's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.
- b. The Department Director will evaluate the proposed discipline in light of the Unit employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

## 4. City Manager Level Appeal

1. Any permanent Unit employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal

process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Director's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

2. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Director shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.
3. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 3(a) above.
4. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

#### 5. Advisory Arbitration

- a. A Unit employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.
- b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:
  - i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
  - ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may 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.
  - iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
  - iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such

hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

- v. 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 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 actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- vi. 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. If the employee does not testify in 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, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- vii. The hearing shall proceed in the following order, unless the hearing officer, 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;
  - 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 hearing officer 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 hearing officer.
- i. The hearing officer 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 hearing officer, 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 hearing officer, 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 hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

- i. The hearing officer 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 recommend discipline more stringent than that issued by the City Manager.
- ii. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the 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.
- iii. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.
- iv. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.
- v. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

- vi. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

## **Article 52. GRIEVANCE PROCEDURE**

### **A. Definition**

A “grievance” is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure.

### **B. Procedure**

1. Every effort shall be made to resolve a grievance through discussion between the Unit employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days<sup>2</sup> after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant’s immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference.
2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:
  - a. Name of grievant and job title;
  - b. Department/Section;
  - c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
  - d. The specific provision(s) of the MOU, City Policy or Personnel rules alleged to have been violated;
  - e. Requested remedy;
  - f. Name of the grievant’s Labor Representative, if any; and
  - g. Date and signature of the grievant or Labor Representative.
3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.
4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Director.

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<sup>2</sup> Days refer to calendar days.

5. The Department Director shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Director and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Director, submit a written appeal to the Human Resources Director.
6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.
7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.
8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:
  - a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
  - b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may 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 provided, however, that the hearing officer shall, at the request of the grievant, 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 seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
  - 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 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 actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer

shall not be bound by technical rules of evidence. The hearing officer 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. If the grievant does not testify in 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, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
  - i. The grievant shall be permitted to make an opening statement;
  - ii. The City shall then be permitted to make an opening statement;
  - iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;
  - iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
  - v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
  - vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer 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 hearing officer, 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 hearing officer, 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 hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.
- i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.
- j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.
- k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies

or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.

- l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.
  - m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.
- 9. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager fails to respond within the prescribed time limit, the grievance will be deemed to have been denied.
  - 10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
  - 11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Director in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
  - 12. No employee shall be required to be represented by an employee organization in processing a grievance.
  - 13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
  - 14. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.
  - 15. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be

limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

16. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

**Article 53. DEMOTION/NON-DISCIPLINARY**

Regular Unit employees who are demoted due to layoff or other non-disciplinary reasons will be required to serve a new probationary period in the lower classification, provided they have not held regular status in the lower classification previously. While serving this new probationary period, the employee will retain due process rights and cannot be disciplined or terminated from City service without due process.

**Article 54. LAYOFF PROCEDURE**

- A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of employees included will be determined by the City.
- B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.
- C. The factors the City, in its discretion, may use to determine include but are not limited to the following:
  1. An employee's last four performance evaluations, if any;
  2. Any history of employee commendations, awards, etc.;
  3. Any history of employee disciplinary action;
  4. Attendance record, including tardiness and unexcused absences;
  5. Safety record, including personal injury and damage to city property;
  6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
  7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
  8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and/or record than may be laid off first, without regard to seniority;
  9. Memoranda of Understanding ("MOU") between the City and affected bargaining units.

**D. BUMPING**

1. "Bumping" means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position.

2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. Alternatively, an employee may "bump" into a position in a different department which he/she held within the prior five (5) years. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.
4. The City will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.
5. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this Section will be used to determine which employee, if any, will be bumped.
6. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
7. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph C of this Section.

**E. REINSTATEMENT FROM LAYOFF**

1. The names of probationary and regular Unit employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of two years unless such persons are sooner reemployed.
2. When a reemployment list is to be used to fill vacancies, the Human Resources Director shall certify from such lists the number of names equal to the number of vacancies. An employee who is reemployed shall receive credit for former service for purposes of seniority, benefit compensation, and salary advancement.
3. Employees who, following layoff from a position or layoff from City employment may be reinstated upon the recommendation of the Department Director and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

**Article 55. UNIT MODIFICATION**

- A. It is understood that this MOU shall constitute a bar to any petition or request for decertification of the Association as the formally recognized employee organization in the Civilian Safety unit of representation at any time prior to the expiration date of this MOU

- B. In addition, no petitions for unit modification of the Civilian Safety unit will be accepted by the City without the express agreement of the Association.
- C. The provisions of this Article shall not be applicable where precluded by law. The Association, its successors and assigns, shall indemnify, defend and hold harmless, the City, including its agents and employees, against any claims, suit or actions made or brought against the City, including its agents and employees, for any expenses, losses or damages incurred by the City, including its agents and employees, on account of the provisions of this Article.

**Article 56. COMMUNICATIONS**

- A. The City and the Association shall work together in the interest of maintaining, and improving efficiency in all municipal operations and conservation of materials, supplies, and equipment, and for the improvement in quality of workmanship and service to the public.
- B. The City and the Association consider themselves mutually responsible to improve communications between management and Unit employees and will use their best endeavors in establishing and maintaining effective communication channels.

**Article 57. USE OF BULLETIN BOARDS**

The City agrees that the Association may utilize bulletin board space in designated areas upon mutual agreement with the City. The Association will provide bulletin boards. The City agrees to allow the use of inter-departmental mail for distribution of Association materials to Association representatives only.

**Article 58. PREVAILING BENEFITS**

All benefits, privileges, and working conditions enjoyed by the Unit employees at the present time, which are not included in this MOU, shall remain in full force, unchanged and unaffected in any manner, during the term of this MOU unless changed by mutual consent.

**Article 59. EXTENSION OF MOU**

If a successor MOU is not negotiated by June 30, 2026, this MOU shall remain in force until a successor MOU is negotiated or the impasse process for a successor MOU has been concluded.

**Article 60. SAVINGS CLAUSE**

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

**Article 61. ZIPPER CLAUSE**

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

**Article 62. SIGNATURES**

CITY OF REDLANDS		REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION	
x <i>Eddie Tejada</i>	x <i>Amy Varela</i>	x 7/5/23	
EDDIE TEJEDA, MAYOR	AMY VARELA, PRESIDENT	DATE	
ADOPTED, SIGNED AND APPROVED THIS 5 <sup>TH</sup> DAY OF JULY, 2023	<i>Matthew Dennistoun</i>	x 7/7/23	
ATTEST:	VICE PRESIDENT, MATTHEW DENNISTOUN	DATE	
x <i>Jeanne Donaldson</i>			
JEANNE DONALDSON, CITY CLERK			