

RESOLUTION NO. 2-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF
RICHMOND AND THE RICHMOND POLICE MANAGEMENT ASSOCIATION**

WHEREAS, the City of Richmond and the Richmond Police Management Association (RPMA) had a Memorandum of Understanding (MOU) covering the period January 1, 2014 through December 31, 2022; and

WHEREAS, in accordance with Government Code Section 3505, the City's negotiation team met and conferred in good faith with representatives of RPMA to negotiate a successor agreement; and

WHEREAS, the parties reached a Tentative Agreement for a successor MOU for the period of January 1, 2023, through December 31, 2025, which was ratified by the membership of RPMA, and adopted by the City Council via Resolution No. 107-23.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richmond as follows:

Section 1. That the Memorandum of Understanding (MOU) between the City of Richmond and the Richmond Police Management Association (RPMA) for the period of January 1, 2023, through December 31, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference is approved; and

Section 2. Directs the City Manager or their designee to update the publicly available salary schedule with the adopted wage increases during the terms of the MOU.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held January 23, 2024, by the following vote:

AYES: Councilmembers Bana, McLaughlin, Robinson, Willis, Zepeda,
Vice Mayor Jimenez, and Mayor Martinez.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

EDUARDO MARTINEZ
Mayor

Approved as to form:

DAVE ALESHIRE
City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 2-24**, finally passed and adopted by the Council of the City of Richmond at a regular meeting held on January 23, 2024.



Pamela Christian, Clerk of the City of Richmond

Memorandum of Understanding
between the
City of Richmond and the
Richmond Police Management
Association



January 1, 2023- December 31, 2025

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MEMORANDUM OF UNDERSTANDING
between
CITY OF RICHMOND
and
RICHMOND POLICE MANAGEMENT ASSOCIATION
2023-2025

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into by and between the RICHMOND POLICE MANAGEMENT ASSOCIATION (RPMA), referred to as "UNION," and the CITY OF RICHMOND, hereinafter referred to as "CITY," for and on behalf of its represented employees hereinafter identified.

1. EFFECTIVE DATE

This MOU becomes effective January 1, 2023, and continues through and including December 31, 2025. This MOU embodies all items agreed upon by and between the City of Richmond and the RPMA.

2. RECOGNITION

The City recognizes the Union as the sole representative of the Police Bargaining Unit consisting of the following classifications:

Police Lieutenant
Police Captain

3. UNIT COMPOSITION

The addition or deletion of classifications from this representation unit by the City Manager will be made in conformance with the Employer-Employee Relations Resolution No. 48-19.

4. USE OF CITY FACILITIES

City facilities may be made available upon timely request for use by employees and the Union. The request for such use shall be made to the management person under whose control the facility is placed.

5. UNION REPRESENTATION

Employee members of the Union's bargaining committee, not to exceed four (4) in number, shall be allowed time to absent themselves from duties for a reasonable period without loss of pay when meeting with City representatives in meet and confer sessions. Employee members of the Union's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the terms of this Agreement for review of contract compliance questions.

6. HOURS OF WORK AND OVERTIME

Work schedules may be 5/8, 4/10, 9/80, or 3/12.5. Police Lieutenants shall be paid at

time and one half (1.5) their regular rate for time worked in excess of their normally scheduled workday. For purposes of this subsection, time worked shall include all paid leaves, such as vacation time, holidays, comp time, jury duty, bereavement, and sick leave.

The calendar week shall begin at 12:01 Sunday morning, and shall end at 12:00 midnight Saturday.

6.1 Regular pay rates, premium, and overtime are based upon the rate of pay applicable to the shift to which the employee is regularly assigned. Regular pay rates as used throughout this section, include supplemental pay for education/training, attainment of degrees and certificates, shift differentials, and longevity pay which may apply to the specific officer.

6.1.1 Effective September 1, 2019, a twelve (12) hour work schedule for Police Lieutenants assigned to patrol will be implemented and will continue to be utilized as a schedule for patrol lieutenants.

Within the two-week work schedule, the 81st-84th hours of pay four (4) hours will be factored at one and half (1.5) time rate for patrol lieutenants working the twelve (12) hour shift. This income will be reported to CalPERS for purposes of pension calculations.

Shift differential will be applied when a regular twelve (12) hour graveyard shift starts at 6:00 p.m. or later and a twelve (12) hours swing shift starts at 2:00 p.m. or later.

6.2 No employee shall receive compensation for overtime unless overtime has been authorized and approved by the Chief of Police or designated representative. No overtime shall be paid for any period of less than one-quarter (.25) hour, and fractions of less than one-quarter (.25) hour of overtime worked shall not be accumulated in order to total one-quarter (.25) hour or more.

6.3 Each employee who has earned overtime compensation shall have the right to request either cash payment or compensatory time off. Employees will be allowed to accumulate up to eighty (80) hours of compensatory overtime. Overtime accumulated in an amount in excess of eighty (80) hours shall be paid off in cash.

6.4 EFFECT OF TERMINATION OF EMPLOYMENT UPON OVERTIME: Each employee who resigns or is otherwise terminated shall be entitled to compensation for their accumulated overtime of record.

6.5 CALL-BACK TIME: Police Lieutenants called back to work shall be credited with a minimum amount of three (3) hours at the overtime rate of time and a half (1.5). Call back shall be based upon a proper request to an employee after that employee has completed the normally assigned duty hours of that workday and has left the City job with the anticipation of being off-duty until the next scheduled work day. The Police Department may assign law enforcement duties to employees called back for an entire three (3) hour period.

6.6 ASSIGNMENT TO THE OFFICER IN CHARGE/PATROL WATCH COMMANDER (OIC): When assigned to the OIC position by the Chief of Police, the Lieutenant can request a preference for a shift based on their seniority as a Lieutenant. This preference will be strongly considered by the Chief of Police in making the determination for assignment of the Lieutenant. This preference will be weighed against (1) the seniority of all assigned as OIC, (2) the overall operational impact of the assignment, and (3) other considerations deemed applicable by the Chief of Police.

6.7 ON-DUTY FITNESS TIME: Personnel covered by this MOU shall be afforded the opportunity to work out on-duty for sixty (60) minutes per shift. All workouts shall occur in the City of Richmond, and personnel shall remain available to respond to calls for service and/or emergencies.

7. MISCELLANEOUS ALLOWANCES

The following allowances shall apply to employees covered by this MOU:

7.1 UNIFORM REIMBURSEMENT: Sworn Officers shall receive an annual allowance of eight hundred dollars (\$800.00) for uniform purchase and maintenance and shall elect by December 1 of each year whether to receive the reimbursement semiannually or monthly. Semiannual reimbursement will be paid in two (2) equal installments with the second pay check in June and the second pay check in December; monthly reimbursement will be paid in twelve (12) equal installments with the second pay check in each month.

7.2 UNIFORM DAMAGE: The City agrees to maintain its procedure for reimbursement of Sworn Police personnel for uniforms damaged in the course of their employment. Such reimbursement will be made for repair where repair is practical and for replacement of items where damage precludes repairing the item to inspectional standards. Reimbursement for replacement will be on a formula ranging from a maximum of one hundred percent (100%) to a minimum of fifty percent (50%) of cost depending on the number of months the item has been in service. No payment will be made for an item of uniform that has been in service beyond a predetermined maximum period of useful service.

7.3 MEAL ALLOWANCE: A meal allowance of twelve dollars and twenty cents (\$12.20) shall be allowed each employee, who is otherwise eligible to be compensated for overtime for each four (4) hour period of overtime the employee works beyond their normal work shift on a regularly scheduled workday. Such meal allowance shall also be allowed for each employee who works more than four (4) hours of unscheduled overtime on any of their normal days off.

For the purpose of this subsection, "overtime" is considered to be unscheduled unless the request for such overtime is made more than eight (8) hours before the beginning of such overtime.

7.4 PROFESSIONAL DEVELOPMENT PACKAGE: All full-time employees covered by this agreement are eligible for approved professional development activities, in an amount up to one thousand two hundred fifty dollars (\$1,250.00) per fiscal year.

Accepted reimbursable items include: participation in Richmond service and civic organizations; professional publications; computer software; health club memberships; professional training and/or schools; training seminars and conventions at the discretion of the employee with final approval of the Chief of Police.

8. HOLIDAYS

Police Lieutenants and Police -Captains -shall be permitted to exercise either of the following options for utilization of holiday allowances:

A. Full pay at straight time for sixteen (16) days with no holiday taken as days off.

B. Up to but not in excess of eight (8) days off and pay at straight time for eight (8) days.

The sixteen (16) holidays to be reimbursed for include the twelve (12) municipal holidays listed in Section 8.1, the day before Christmas, the day after Christmas, the day before New Years', and the day after New Years'.

The rate at which an employee is compensated for holiday pay pursuant to this Section includes: straight pay (base wage), longevity incentives, shift incentives, supplemental pay for education, Investigative division incentive, motorcycle incentive, acting pay, bilingual pay and any other incentives which may be negotiated between the parties.

8.1 The municipal holidays for such employees are as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Indigenous People's Day	Second Monday in October (formerly Columbus Day)
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November and the following Friday
Christmas Day	December 25

8.2 In addition to the holidays listed in the preceding Section 8.1, such employees shall be granted three (3) paid "floating holidays" per calendar year which may be taken at any time during the calendar year subject to the approval of the employee's Department Head. Said floating holiday must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such floating holidays, an employee must have been working for the City prior to September 1 of the calendar year.

Each of these employees shall be entitled to eight (8) hours off without loss of pay on the last regular workday before Christmas, New Year's Day, or before another

recognized religious or cultural holiday. This is a once-a-year benefit, not to be used prior to more than one holiday.

8.3 In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave.

9. MEDICAL, DENTAL AND VISION PLANS

9.1 The City contracts with the CalPERS Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by CalPERS.

The City shall pay the minimum required amount per month to CalPERS on behalf of each active employee, future retiree and future eligible survivor participating in a CalPERS health plan. This amount shall increase annually at the rate required by CalPERS regulations.

9.2 ACTIVE EMPLOYEES BENEFIT ACCOUNT:

In addition to the contributions listed above, the City shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the CALPERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefits account. Payment shall be sufficient to cover the premium of the Kaiser North medical plan less the amount the employee receives indicated in Section 13.B.2. For employees with no dependents, the amount shall be at the single premium rate; for employees with one dependent, the amount shall be the two-party rate; and for employees with more than one dependent, the amount shall be the family rate. If any employee chooses a plan more expensive than the Kaiser North medical plan, the City contribution shall be no more than the Kaiser North premium less the amount the employee receives indicated in Section 13.B.2. at the appropriate single, two-party, or family rate, and the excess premium cost shall be paid by the employee. For the term of this Agreement only, the City shall pay any increased premiums in the Kaiser North medical plan or in plans that are less expensive.

9.2.1 Medical Benefit Opt-Out

Employees who opt not to use the City's medical insurance, and who can document to the City's satisfaction that they have alternative Patient Protection and Affordable Care Act compliant group health insurance shall receive two hundred and forty-four dollars (\$244.00) per month in lieu of the City's medical benefit. An employee may select to opt-out during annual medical benefit open enrollment. If an employee loses the alternative medical insurance, the City will allow immediate reinstatement to the City's health plan at the employee's eligibility level. Bargaining members receiving money in lieu of benefits may apply the money towards the Internal Revenue Service (IRS) Section 457 Deferred Compensation Plan or receive the money as a taxable addition to their salary.

9.2.2 Taxation

The City shall not treat its medical benefit contributions described in Section 9.1 and Section 9.2 as compensation subject to income tax withholding unless the IRS and/or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any Federal, State, or local tax liability or penalty that may arise out of the implementation of this section.

9.2.3 Eligibility Changes

Employees shall have the right to inform the City of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with CalPERS or the insurance carrier's rules.

Employees shall inform the City within thirty (30) days that one or more family members are no longer dependents and the City shall correspondingly reduce its monthly contribution. Applicable circumstances include but are not limited to divorce, death, children turning twenty-six (26) years old and a dependent obtaining other medical insurance.

9.3 RETIRED EMPLOYEES

9.3.1. Employees retiring will receive reimbursement for medical plan premium expense based on the following formula. In no case, will the City's contributions exceed one hundred percent (100%) of the Kaiser health plan premium.

<u>Years of Service</u>	<u>Percent Paid</u>
25 years or more	100%
20-25 years	75%
Less than 20 years' service	65%

For purposes of determining Years of Service for employees represented by the bargaining unit, all prior service as a sworn member of 1) the California Highway Patrol; 2) any California Sheriff's Department; 3) any California Municipal Police Department; and/or 4) the Bay Area Rapid Transit District Police Department shall count as Years of Service with the City of Richmond upon the employee's completion of five (5) consecutive years of service from the employee's date of hire with the Richmond Police Department.

Employees retiring on or after January 1, 1995 may receive the above dollar amounts towards a non-CalPERS health plan provided the non-CalPERS health plan is selected at the same time that an employee drops a CalPERS health plan. When a retiree has dropped health coverage, they may opt back into the CalPERS plan during the annual open period, and the City will resume payments towards premiums based on the above formulas.

The payment for retirees set forth in Section 9.3 shall be made monthly from the date of retirement until the retiree ceases to participate in a medical program, with the exception that if the retiree goes from having dependents to having no dependents, the City's contribution will be decreased accordingly.

When an employee becomes eligible for Medicare, the City shall pay the above percentages not to exceed the second highest CalPERS health plans, that bargaining unit represented employees are eligible for, Medicare premium. Retirees shall be responsible for notifying the City of their eligibility for Medicare within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding the excess amounts received.

If a retiree qualifying for benefits above is survived by a spouse, or registered domestic partner as defined by California law, who qualifies as an annuitant (i.e., is continuing to receive a pension from the City), said surviving spouse or registered domestic partner shall receive all the benefits described above and is subject to the same administrative procedures.

9.3.2 OTHER POST EMPLOYMENT BENEFITS (OPEB) CONTRIBUTIONS:

- Employees in RPMA classifications will contribute an additional one hundred dollars (\$100.00) per month toward OPEB benefits, for a total monthly contribution of five hundred twenty five dollars (\$525) per month toward OPEB benefits.
- All OPEB contributions made by employees will be deposited into an irrevocable account, which shall be negotiated and agreed upon by both the RPMA and the City within the first year of this contract.

OPEB VESTING

- OPEB (retiree health care) shall be vested at the current levels for all RPMA employees who retire from the City of Richmond pursuant to RPMA MOU Article 9.3 RETIREE MEDICAL BENEFITS.

9.4 The City agrees to continue payment for health and welfare benefits for the surviving spouse of an officer killed in the line of duty and for the surviving children of such officer until each reaches the maximum age permitted by policy limitations.

9.5 DENTAL PLAN: The City shall contribute the full premium toward group dental plan benefits for employees and dependents including one thousand three hundred dollars (\$1,300) maximum towards dental benefits and a two thousand dollar (\$2,000) maximum for orthodontics and adult orthodontics coverage.

9.6 VISION PLAN: The City shall contribute the full premium for a no deductible group vision plan providing for eye exams and new lenses every twelve (12) months and new frames every twenty- four (24) months.

10. LIFE AND LONG-TERM DISABILITY INSURANCE

10.1 LONG TERM DISABILITY INSURANCE: The City shall provide a Long-Term disability insurance program for full-time classified employees. This program shall include payment of sixty percent (60%) of an employee's monthly salary for a maximum monthly benefit of five thousand dollars (\$5,000) after a thirty (30) day waiting period. Disability insurance payment shall extend not beyond age sixty-five (65) for disabilities caused by accident, and for a period not to exceed five (5) years for disabilities caused by physical illness.

10.2 GROUP LIFE INSURANCE: The City will provide a group life insurance program providing for term life insurance equal to two (2) times the employee's annual salary, but in no case less than twenty-five thousand dollars (\$25,000).

Retiring employees will continue receiving life insurance benefits based on two (2) times their final salary. Life insurance benefits decrease to fifty percent (50%) of prior coverage at age seventy (70).

10.3 FLEXIBLE BENEFITS PLAN

The Flexible Benefits Plan is available to all bargaining unit employees. The City administers the plan under the provisions of IRS Section 125, subject to any changes in Federal law and/or regulations that may occur.

Employees may use their own funds on a tax free basis to participate in the Flexible Benefits Plan.

Options available through the Flexible Benefits Plan shall include, but not be limited to:

1. Dependent Care Assistance Account
2. Medical Expense Reimbursement Account
3. Adoption Assistance Account
4. Qualified Transportation Account
5. Parking Benefit Account

11. SUPPLEMENTAL PAY FOR ATTAINMENT OF DEGREES AND CERTIFICATES

A Sworn Officer, who has achieved college degrees, approved POST Certificates or the equivalent in approved college units in addition to the required ongoing biannual advanced officer POST course, shall receive the following supplemental pay above their regular salary:

AA Degree or POST Intermediate Certificate	2.5%
BA Degree and higher or POST Advanced Certificate	5%

11.1 SUPPLEMENTAL PAY FOR EDUCATION/TRAINING: A Sworn Officer who has completed three (3) consecutive years of satisfactory service and who completed fifty (50) hours of approved training outside of normal working hours during a calendar year, shall, in addition to their regular salary and any supplemental pay as provided for in Section 11, receive the following:

- a. Sworn Officer who qualified for five percent (5%) supplemental pay in Section 11 (has attained a BA, POST Advanced Certificate, or higher): 2.5-%
- b. Sworn Officer who does not qualify for five percent (5%) supplemental pay in Section 11 (has not achieved a BA or POST Advanced Certificate): 5%

NOTE: The maximum pay supplements for a Sworn Officer, who qualifies for supplemental pay under Section 11 and 11.1 is seven and one-half percent (7.5%).

11.2 A Sworn Officer, who achieves a BA Degree or the POST Advanced Certificate and who qualifies for supplemental pay for education/training as provided for in Section 11.1 for three (3) consecutive years, will continue to receive the supplemental pay without the requirements for further annual requalification.

11.3 A Sworn Officer, hired prior to January 1, 1992, who possesses a Master's Degree, shall be entitled to supplemental pay for education/training as provided for in Section 11.1 after three (3) years of consecutive service without further qualification.

A Sworn Officer, hired on or after January 1, 1992, who possesses a Master's Degree shall be entitled to supplemental pay based upon requalification as described in Section 11.2.

12. LEAVE OF ABSENCE WITHOUT PAY

12.1 At the City Manager's discretion, a leave of absence without pay for a period not to exceed one (1) year, may be granted.

12.2 No employee shall be granted a leave of absence without pay for a period in excess of three (3) days unless:

- (a) The employee makes a written request of the Department Head, stating the reasons;
 - (b) The Department Head recommends it;
 - (c) The Director of Human Resources Department recommends favorable action to the City Manager; and
 - (d) The City Manager approves it.
- (e) Absence without leave, for three (3) consecutive days shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. If the City receives no response and has not been

contacted by the employee, the employee will be considered as having resigned.

If the employee or an authorized representative of the employee contacts the City within thirty (30) calendar days of the date of resignation requesting reinstatement, the City will, on a case-by-case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee. This provision in no way limits the discretion of the City to discipline an employee for their absence without leave.

12.3 A request for a leave of absence without pay for a period of three (3) days or less may be granted to an employee by the Chief of Police.

12.4 Failure on the part of an employee to report promptly at the expiration of their leave may be considered as cause for disciplinary action or discharge.

13. LEAVE OF ABSENCE WITH PAY

The City Manager, upon recommendation of the department head and the Director of Human Resources, shall have the authority to grant leave of absence with pay. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two (2) calendar weeks, it shall require specific Council approval.

14. MILITARY LEAVE AND EXTENDED ACTIVE DUTY

Military leave shall be granted in accordance with the provisions of California State Law. All employees entitled to and taking military leave shall give the Department Head the right within the limits of military necessity and regulations to determine when such leave shall be taken.

14.1 No person shall be appointed permanently to a position from which another is on military leave, provided that nothing contained in this section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to another position in the same class in the event a vacancy should occur through death, retirement, resignation, promotion, demotion, transfer, or other action not related to military leave.

14.2 Employees on military leave for annual military reserve training shall be entitled to receive their full salary less any pay received from the military while on such leave. When an employee is called for and serves extended active duty in the U.S. military, not including such activities as military reserve training, the City will pay the difference between the employee's extended active duty pay and their regular pay for a period of up to twelve (12) months. This will only occur when the employee's City pay is higher than the employee's military pay.

This section shall not apply to any employee of the RPMA who was a City employee on July 1, 1981, and as of that date, was an active member of a reserve military unit.

14.3 Military Service Credit: Bargaining unit represented employees may "buy-back" time served on active duty with the U.S. military prior to employment with the City,

pursuant to CalPERS rules and regulations.

15. SICK LEAVE

Each employee shall be entitled to leave of absence from duty without loss of salary, in each calendar year, on account of sickness, disability caused by pregnancy, or non-job injury. Each employee shall accrue sick leave credits at the rate of one (1) day [eight (8) hours] per month of service beginning thirty (30) calendar days immediately following original appointment. There shall be no limit on the number of sick leave days that an employee may accumulate.

Police Captains shall use sick leave in no less than half (.5) of a normal work day increment. Sick leave for less than a half (.5) day period will not be charged to a Police Captain's sick leave balance.

A Sworn Officer who laterally transfers from another Law Enforcement Agency, into a classification represented by RPMA, on or after July 1, 2006, shall be able to transfer fifty percent (50%) of their accrued sick leave balance with that agency, not to exceed eighty (80) hours.

15.1 PAYMENT FOR SICK LEAVE: Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option, the payment for unused sick leave may be converted to equivalent vacation time. Employees shall express their preference no later than January 15 each year, and payment will occur no later than February 15 each year. When an employee elects to receive payment in cash or vacation time, their sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.

Any employee who retires or separates in good standing from City service shall be entitled to receive pay for seventy-five percent (75%) of their accumulated sick leave at the employee's current pay rate on the effective date of their retirement or separation

15.2 FAMILY SICK LEAVE: Each eligible employee may use sick leave for illness or injury of a qualifying family member. Such usage of sick leave shall be within the amounts specified in this section. For family sick leave to be authorized, the family member must have a disabling ailment or must reasonably need the employee's assistance in obtaining diagnostics or therapy.

15.3 TYPES OF MEDICAL CARE QUALIFYING FOR SICK LEAVE: Sick leave properly may be used for the following or similar purposes: illness, non-job disability, dental care, diagnosis, and therapy when requested or ordered by competent medical-dental authority, and family illness or injury as indicated in the preceding paragraph.

15.4 DOCTOR'S CERTIFICATE OF DISABILITY: A doctor's certificate of disability,

indicating the nature of the disability, must be furnished on the request of the City Manager or Department Head and at such time thereafter during the same sick leave as the City Manager or Department Head shall deem necessary.

15.5 CONVERSION OF SICK LEAVE TO CalPERS SERVICE CREDIT: Pursuant to the CalPERS regulations, employees who retire from City of Richmond employment shall be entitled to convert all or a portion of unused sick leave credits to service credit for the purpose of calculating retirement benefits at the rate of .004 years of service for each unused day of sick leave in accordance with the provisions of Section 20965 of the California Government Code. Any portion not converted, is eligible for sick leave payment as outlined in MOU Section 15.1 above.

15.6 PARENTAL LEAVE:

a. All natural mothers shall be granted a leave of absence without pay for a period up to four (4) months when required by California Law as Pregnancy Disability Leave (PDL) and the Family Medical Leave Act of 1993 (FMLA). An additional two (2) months shall be granted with appropriate medical documentation. During this leave, the City will continue to pay the premium for her medical plan and long-term disability plan, subject to City, PDL and FMLA policy rules and regulations.

b. All parents, spouse, or adoptive parents shall be granted thirty (30) days leave without pay commencing one (1) week prior to the birth or adoption of a child, during which time the City will continue to pay the premium for the employee's medical plan when required by the California Family Rights Act (CFRA) and the FMLA.

c. All parents granted a leave of absence as described in Section 15.6.a. and Section 15.6b. shall receive one (1) week paid leave as part of their four (4) month leave.

15.7 FAMILY AND MEDICAL CARE LEAVE: Pursuant to State and Federal law, the City will provide family and medical leave for eligible employees. The following provisions set forth RPMA represented employees' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth are set forth in the Department of Labor regulations implementing the FMLA and the regulations of the California Fair Employment and Housing Commission implementing the CFRA. Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to FMLA and CFRA.

a. Amount of Leave: Eligible employees are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12) month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave under this provision, the City will look back over the previous twelve (12) month period to determine how much leave has already been used under this provision and determine the balance available.

b. Use of Other Accrued Leaves While on Leave: If an employee requests leave for their own serious health condition, the employee must also exhaust City provided paid leaves concurrently with the leave.

c. While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that they will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

16. COMPENSATION LEAVE

Any City employee, who is unable to work because of bodily injury or sickness which occurs while acting within the course and scope of their employment, shall be paid their full salary up to a maximum of fifty-two (52) weeks from the date that said employee is unable to work in accordance with Labor Code Section 4850, subject, however, to the following conditions.

16.1 A return to duty or retirement with pension within said period of time shall automatically terminate the City's liability hereunder.

16.2 During the time the employee is receiving total temporary disability compensation payments, the City shall make payment in accordance with Labor Code Section 4850 as applicable. If after completion of disability leave, it is determined that a permanent and stationary disability exists, it shall be the City's decision to retire the employee with a sick leave cash-out.

16.3 The termination by the City of payments under this section shall terminate the City's liability hereunder for the payment of full salary. If, within sixty (60) days after the termination of said total temporary disability compensation payments, an employee applies for a hearing before the Workers' Compensation Appeals Board (WCAB), the employee's full salary shall be paid forthwith pending decision by the WCAB, but not to exceed a total of fifty-two (52) weeks from the beginning of the injury or illness.

16.4 In the event that it shall be determined from competent medical evidence that it is reasonably probable that an employee absent on compensation leave will not be physically or mentally able to perform the full duties of their position, the City shall terminate their right to any contribution toward their salary. The employee's Department Head shall be responsible for the administration of the provisions hereof, and the employee will be required to submit periodic medical reports and also, if necessary, require the employee to submit to such medical examinations as may be necessary to provide the City with information as to the employee's physical and mental condition. Said employee shall cooperate fully with the City. Effective October 1, 1993, on the employee's date of disability retirement, the employee, upon approval by the City, shall

be entitled to receive as final settlement, a lump sum payment of fifty percent (50%) of their sick leave accumulated up to their retirement date. This is in lieu of the CalPERS credit for sick leave described in Section 15.5.

16.5 During the time that an employee is disabled by reason of bodily injury or sickness resulting from the course and scope of their employment, neither their vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period.

16.6 An employee absent from duty under this section shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave.

16.7 In the event that an employee's injury or sickness results from the carelessness or negligence of a third party, the City shall have the same right of subrogation for reimbursement of salary paid as does the City's compensation carrier under the Labor Code of the State of California.

16.8 In case a dispute arises by reason of the provisions of this section, the City Manager shall have the right to make such investigation as they deem advisable, and they shall determine the issue.

17. VACATION

Each employee shall be eligible for vacation leave as described in the following sections:

17.1 The purpose of annual vacation leave is to enable each eligible employee to return to their work mentally refreshed. As one aid in achieving this purpose, vacation generally shall be used in units of not less than one (1) work week. However, an employee may use vacation leave in lesser amounts when authorized to do so in writing by the department head.

17.2 The authorized annual vacation leave for employees covered by this agreement shall be:

YEARS OF SERVICE	NUMBER OF HOURS
1 - 3	80
4- 10	120
11 - 15	160
16-25	200
26+	240

Effective July 1, 2006, a Sworn Officer who has laterally transferred from another Law Enforcement Agency shall accrue vacation hours based on years of law enforcement service up to a maximum of ten (10) years of service previous to the City of Richmond.

In the event that the Richmond Police Officers Association (RPOA) receives an improvement in their vacation package that is superior to the above, the RPMA vacation package will also be adjusted to ensure that there is no disadvantage in moving from an

RPOA position to RPMA.

17.3 Compensation for vacation leave shall be the rate, including any applicable premium pay, which the employee was regularly receiving prior to the vacation leave.

17.4 Police Lieutenants may use their vacation entitlement in no less than one (1) hour increments.

Police Captains may use their vacation entitlement in no less than one half (.5) day increments. Absences of less than (.5) one half day will not be charged to vacation or sick leave.

17.5 Upon reinstatement or reemployment to the Classified Service, after twelve (12) months or less absence, the employee's anniversary date, for the purpose of computing vacation rights, shall be the original appointment date less the time absent from the City payroll.

17.6 OTHER LIMITATIONS ON VACATION LEAVE AND ACCUMULATIONS OF VACATION LEAVE: No employee shall take more than the equivalent of two (2) annual vacation periods in any one (1) calendar year, except when vacation has been deferred at the request or order of the Department Head and approved by the City Manager in the best interests of the City government and the employee.

17.7 No employee in the Classified Service shall accumulate more than the equivalent of three (3) annual vacation periods. The department shall schedule vacation off, on or before an employee reaches the vacation maximum.

17.8 Vacation which was deferred at the request or order of the department and approved by the City Manager is excluded from the preceding provisions of this section.

17.9 TIMES AT WHICH VACATION LEAVE SHALL BE TAKEN: The times at which an employee shall take their vacation leave during the calendar year shall be determined by the Chief of Police or their designee, with due regard for the wishes of the employee and particular regard for the needs of the service. However, the Chief of Police must ensure that each employee uses their vacation leave within the calendar year unless that employee requests and obtains postponement under the preceding provisions of Section 17.6.

17.10 PREFERENCE: To the extent practical and consistent with the personnel needs of the department, seniority will govern in the selection of vacation days. Where not in conflict with the City's staffing needs, total service with the Police Department will take precedence over sub-unit seniority for purposes of selecting vacation days.

17.11 EFFECTS OF HOLIDAYS UPON VACATION LEAVE: For those employees whose holidays are governed by Section 8.1 and 8.2 of this MOU, in the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

17.12 EFFECT OF EXTENDED MILITARY LEAVE UPON VACATION LEAVE: For the

purpose of determining length of service, time spent on military leave from City service shall be counted as time spent in the service of the City.

17.13 COMPENSATION FOR DEFERRED OR OTHER UNUSED VACATION LEAVE:
If an employee is terminated from employment, or is granted an extended military leave, such employee or their estate shall be paid for all unused vacation.

17.14 VACATION AMOUNTS AT TERMINATION OF ACTIVE EMPLOYMENT:
Following termination of active employment for whatever cause, the City government shall pay to the employee or to the estate such vacation as was due to the employee at termination, or shall obtain reimbursement from the employee or estate for used vacation which was in excess of vacation due to the employee at termination, by deduction from severance pay or otherwise.

18. BEREAVEMENT LEAVE

Only City employees working full-time and continuously in a regularly established City position shall be eligible for the bereavement leave provisions specified below.

18.1 In the case of a death within the immediate family of an eligible City employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive workdays for each such death. Such leave must have one (1) or more of these purposes: making arrangements for burial services; enabling employee and family members to recover from emotional upsets; and settling property estate and similar problems.

One (1) day of bereavement leave is available to attend services for relatives not meeting the definition of "immediate family" as listed in Section 18.4. These would include nieces, nephews, and cousins.

18.2 Absence by eligible employees to attend burial services for persons other than those specified in Section 18.1 or 18.4 shall be either as compensatory time off, in no-pay status, or as vacation in amounts needed.

18.3 Usage of the foregoing provisions of this section shall be subject to the approval of the Department Head, City Manager, or their duly authorized representatives.

18.4 For purposes of this article, immediate family shall include: spouse, child, stepchild, parent, step-parent, guardian, grandparent, grandchild, uncle, aunt, sister, brother, step-sister, step-brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, minors living as a member of the family, and registered domestic partners.

19. ADMINISTRATIVE LEAVE

Police Captains shall be eligible to receive seven (7) days of Administrative Leave each fiscal year. Administrative Leave must be used in full day increments and may not be cashed out or carried over to the following year.

Police Lieutenants shall be eligible to receive three (3) days of Administrative Leave

each fiscal year.

20. LEAVE FOR JURY DUTY

A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to full-pay leave during actual jury service. The following shall apply:

20.1 All City employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.

20.2 City employees shall properly inform the officials who control jury duty of such unusual factors in their City jobs, including work load, as the jury officials might judge to be adequate grounds for deferral of or excuse from jury duty.

20.3 Such leave may be based upon, but is not limited to: Coroner, Municipal Court, County Superior Court, and Federal jury duty.

20.4 Employees shall pay immediately to the City government, such amounts of money as they receive as a per diem but shall be entitled to keep such mileage payment as is made to them.

20.5 The Chief of Police must properly notify jury officials when jury service by a subordinate would seriously impair the proper operation of the department.

20.6 Each employee shall expeditiously report their probable absence for jury duty and must immediately report the termination of active jury service.

21. COURT APPEARANCES

21.1 CERTAIN COURT APPEARANCES: Each Police Lieutenant who is subpoenaed to report to a Municipal or Superior Court on off duty time in connection with official police duties shall be compensated at a minimum of four (4) hours at the overtime rate.

If a subpoena is served on a Police Lieutenant requiring appearance at a time when a Police Lieutenant is not on duty and is thereafter canceled less than twenty-four (24) hours prior to the appearance time, the Police Lieutenant will receive two (2) hours pay at straight time. If the employee receives no notification of the cancellation, they shall be paid as provided Section 21.1.

21.2 If a Police Lieutenant is required to stay at any of the courts described in Section 21.1 in excess of three (3) hours, they will be paid at time and one half (1.5) for those additional hours. Similarly, if any Police Lieutenant is required to stay at Municipal or Superior Court they will be paid at time and one half (1.5) for any time in excess of six (6) hours.

21.3 Court overtime is not authorized when an employee is unavailable for work due to illness or injury leave.

21.4 Department personnel shall report promptly at the time and date specified on the subpoena, notification of appearance, or any other notice from the court, or as directed

by the Department. Prior to the appearance time and date, personnel shall first call the Court Liaison Office as the stamped instructions on the subpoena/notification indicate. At the time of this call, the Court Liaison Clerk shall indicate whether or not an appearance is still required. If the Court Liaison is unable to indicate a definite status on a case, the notified person shall have the option to proceed to court pursuant to the subpoena/notification, or to remain available for call back by the Court Liaison. All subpoenaed personnel shall be held responsible for appearing in court pursuant to a subpoena/notification, unless instructed otherwise by the Court Liaison Clerk.

22. NEPOTISM

The Chief of Police has the responsibility and discretion to address claims raised by employees concerning the effect on safety, efficiency and/or morale of members of immediate families (a) being in a direct or indirect supervisory relationship over each other or (b) reporting to the same supervisor. During the term of this agreement, the Chief of Police will attempt to resolve any such issues through mechanisms such as changes in shift or assignment, without financial hardship to employees. Immediate family for purposes of this article include husband, wife, registered domestic partner, parents, grandparents, brothers, sisters, grandchildren and children.

23. ACTING PAY

23.1 ASSIGNMENTS: The Department may, in its sole discretion, assign employees to perform work in a higher classification. Such assignments shall be for a specific period of time. An employee so assigned shall be compensated at the step within the range of the higher classification that provides a minimum of five percent (5%) more than their salary as currently defined on the payroll system. Acting pay shall be paid for all assigned time worked in the higher classification. The department has the prerogative to return such employees to their former classification at any time.

23.2 PAY WHILE ON ILLNESS OR INJURY: Should any employee so assigned and working in a higher classification incur an injury or illness which involves lost time during such assignment, the employee shall revert immediately to the regular classification and shall not receive acting pay for any time not actually worked; provided, however, that an employee so assigned and working who incurs an industrial injury or illness shall be paid at the rate due the higher classification for time lost during the remainder of the period of the specified assignment only.

23.3 REQUIRED AUTHORIZATION: The Department Head must obtain official written approval through normal procedures, including a Personnel Action Form, when the Department Head intends to have a subordinate employee work temporarily in a higher paid classification. The Department Head must ensure that the employee who is to temporarily relieve in a higher paid classification must assume all or substantially all of the duties and responsibilities of the higher paid classification before the Department Head attempts to obtain approval for such appointment.

23.4 VACANCIES AT DEPARTMENT HEAD LEVEL: If a vacancy occurs in the position of Chief of Police, the City Manager may appoint a person meeting the minimum qualifications for the class, as determined by the Director of Human

Resources, to that class in an acting capacity. Such appointment to be designated "acting" followed by the title Chief of Police.

23.5 RESTRICTIONS ON TEMPORARY APPOINTMENTS: Generally, an employee who is relieving a Department Head, a Division Head, or a similar administrative employee, when the relieving employee is paid a salary commensurate with their duties, (such as the Police Captain described in 23.4) shall not be promoted temporarily to the higher paid classification in the same division or department. However, at the City Manager's discretion, such an appointment for temporary promotion at or near the beginning of relief may be approved provided that the City Manager is satisfied that these two conditions are met: (1) the absence of the employee in the higher paid classification appears to be protracted, i.e. of thirty (30) days or more duration and for purposes other than vacation leave; (2) the supervisor or administrator shall assume all or substantially all of the duties and responsibilities of the higher paid classification.

24. LAYOFF

The City Manager may layoff an employee from the Classified Service because of shortage of work, lack of funds, material change in duties or organization, return of an employee from a leave of absence, or for other valid reasons. All possibilities for a transfer must be exhausted before layoff.

24.1 NOTICE: At least two (2) weeks prior to the effective date of a proposed layoff, the Department Head shall notify the Director of Human Resources of the proposed action with the reasons therefore, and shall submit at that time, a statement certifying in each case whether or not the services of the employee to be laid off have been satisfactory. A copy of such notice shall be given to the employee affected.

24.2 LAYOFF WITHIN CLASSIFICATION: Whenever the layoff of one or more employees shall become necessary, as defined in Article XIII of the Charter and this section, such layoff shall be made within classification and department when employees with permanent appointments in the class are involved.

24.3 ORDER OF LAYOFF: The order of layoff of employees with permanent appointments in the class shall be in the reverse order of total time served within that class upon the established date for the layoff to become effective. This will permit layoff to a lower classification, provided that the amount of time the employee has served in the higher classification, plus the amount of time the employee has served in the lower classification(s), exceeds the amount of time served in the lower classification(s) of at least one other employee.

24.4 No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional and probationary employees in that class have first been terminated.

24.5 REEMPLOYMENT LISTS: The names of probationary employees and employees with permanent status who are laid off shall be placed on reemployment lists for the class from which they were laid off in the order of the total time served in that classification. Total time in such cases shall include time served on military leave of

absence from the Classified Service.

24.6 SEVERANCE PAY

24.6.1 ENTITLEMENT: A full-time permanent employee who is laid off due to reduction in force shall be entitled to severance pay in the amount of six (6) days of unused sick leave for each year of continuous service up to a maximum of thirty (30) days' pay. Any such employee who is laid off and subsequently reemployed by the City shall only be entitled to receive severance pay for those work days during which the individual was not in an employment status. Reinstatement from layoff is contingent on the employee first repaying any severance pay they were not entitled to.

24.6.2 AMOUNT OF SEVERANCE PAY: A permanent employee represented by the bargaining unit who is laid off due to reduction in force shall be entitled to severance pay as follows: three (3) months' salary continuation; six (6) months continuation of medical related insurance and life insurance.

25. SALARIES

25.1 The Public Employees' Pension Reform Act (PEPRA) of 2013 called for employees to pay at least fifty percent (50%) of normal pension cost [the maximum contribution that can be imposed on safety is twelve percent (12%)].

Employees represented by RPMA pay the full pension cost of twelve percent (12%) that PEPRA requires. If the law is modified, repealed, and/or amended, and the City is not legally mandated to require safety employees to pay fifty percent (50%) of normal pension cost, the City agrees that the additional three percent (3%) in pension cost that employees represented by RPMA are contributing, will be reverted to salary for all employees.

25.1.1 SALARY ADJUSTMENT: Instead of applying the Salary Adjustment from the prior MOU, the City will increase base wages for the Police Lieutenant and Police Captain job classifications as follows:

13.5% effective the first full pay period in January, 2023,

7.0% effective the first full pay period in January, 2024,

6.5% effective the first full pay period in January, 2025.

25.2 BILINGUAL PAY: Positions certified by the Human Resources Department as bilingual shall receive two percent (2%), of base pay, additional compensation.

25.3 SALARY DESIGNATIONS: The salaries herein established are on a monthly basis, except as where otherwise designated.

25.4 ADVANCEMENTS AND PROMOTIONS: Salary advancements shall be made in conformance with the salary plan contained within this MOU and in conformance with the provisions of the City Charter and Personnel Rules as these relate to salary

advancement and employee promotion.

25.5 EFFECT OF CERTAIN PERSONNEL ACTIONS UPON SALARIES: An employee occupying a position which is reallocated to another classification, the maximum salary for which is less than the maximum salary for the incumbent's present classification, shall continue to receive their present salary. An employee occupying a position in a classification, the maximum salary rate for which is reduced, shall continue to receive their present salary. Such continuation of present salaries shall each be designated as a "Y" rate. When an employee on a "Y" rate vacates their position, subsequent appointments to that position shall be made in accord with the salary ranges established by this MOU. "Y" rating does not apply to classification changes due to a reduction in force (layoff).

When the classification's salary range increases to the level of the employee's "Y" rated salary, the employee will once again be eligible for salary increases through both merit and across the board increases, not to exceed the top step of the salary range.

25.6 ELIGIBILITY FOR SALARY ADVANCEMENT: Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of their classification, except where such employee is in a class for which there is a single rate of pay. Annual advancement shall not be automatic, but shall depend upon the increased value of an employee to the City as reflected by the recommendation of their supervisor and their Department Head and all other pertinent evidence.

Exceptionally meritorious service shall be considered adequate grounds for consideration for advancement even though such service is of less than one year's duration. Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the Classified Service for good and sufficient reasons.

25.7 PROMOTION - EFFECT UPON RATE OF COMPENSATION: Whenever an employee is promoted to a higher class, they shall be entitled to receive in the new position the nearest higher monthly salary in the salary range which attaches to the higher class.

25.8 DEMOTION: The rate of compensation to be paid in all cases of demotion, whether voluntary, disciplinary for incompetence, or in lieu of layoff, shall be determined by the City Manager, based upon the recommendations of the Department Head and the Director of Human Resources.

25.9 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON SALARY ADVANCEMENT: An employee who has taken leave of absence without pay for a total of thirty (30) days or more within a given service year shall have their anniversary date set back by the time in excess of thirty (30) days.

Leave of absence for a period totaling less than thirty (30) days in the given service year shall have no effect upon the employee's anniversary date.

25.10 SHIFT DIFFERENTIAL: Police Lieutenants shall receive five percent (5%) additional pay when assigned to swing shift and seven and one-half percent (7.5%) when assigned to graveyard shift. Day shift will be applied when a regular shift begins at 6:00 A.M. or later. Swing shift will be applied when a regular shift begins at 2:00 p.m. or later, except for Fridays, Saturdays and Sundays with twelve and one-half (12.5) hour shifts that begin at 1:00 p.m. and end at 1:30 a.m. shall also be paid at the swing shift rate. Graveyard shift will be applied when a regular shift begins at 9:00 P.M. or later except for Fridays, Saturdays and Sundays with twelve and one-half (12.5) hour shifts that begin at 7:00 p.m. shall also be paid at the graveyard shift rate.

25.11 INVESTIGATIVE INCENTIVE PAY: Sworn Police Lieutenants assigned to the Investigative Services Division, Professional Standards Division, Traffic Enforcement Motorcycles or the Youth Services Division, shall receive a five percent (5%) differential to their base salary.

26. LONGEVITY

Effective July 1, 2004, Police Lieutenants and Police Captains who have completed their tenth (10th) year of sworn service with the Richmond Police Department shall receive four percent (4%) additional pay.

Police Lieutenants and Police Captains who have completed their fifteenth (15th) year of sworn service with the Richmond Police Department shall receive three percent (3%) additional pay for a total of seven percent (7%) additional pay.

Police Lieutenants and Police Captains who have completed their twenty-fifth (25th) year of sworn service with the Richmond Police Department shall receive two percent (2%) additional pay for a total of nine percent (9%) additional pay.

26.1 Effective July 1, 2006, existing Sworn Officers represented by this unit who had laterally transferred from another law enforcement agency, shall be able to apply up to five (5) years of previous law enforcement experience towards years of service relative to qualifying for longevity increases to base.

27. RETIREMENT PLAN

Retirement Formula
Classic CalPERS Members: 3%@50
Employees contribute 12% (as of 07/01/15)
New CalPERS Members: 2.7%@57
Employees contribute 12.25%

27.2 Employees represented by the bargaining unit may apply for military service credit directly to CalPERS.

27.3 Employees represented by the bargaining unit upon retirement may have their sick leave balance credited towards years of service, unless they choose to exercise the sick leave buy-out option.

28. NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against by the City or by the Union based on race, color, ancestry, national origin, religion, creed, age (over 40), mental and physical disability, sex, gender (including pregnancy, childbirth, breastfeeding or medical conditions, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, or military and veteran status, or an exercise of rights under California Government Code Section 3502.

29. PROBATIONARY PERIOD

29.1.1 LENGTH OF PROBATIONARY PERIOD: All appointments made from eligible lists to permanent positions shall be tentative and subject to a probationary period. With the approval of the Director of Human Resources and City Manager, continuous temporary service prior to appointment from an appropriate eligible list may be counted as part of the probationary period provided that the temporary service was in the same class and the same position to which the probationary appointment is made. Such probationary period shall be one (1) year. The Department Head may request that a probationer may be granted their earned permanent status in less than one (1) year. The City and RPMA will negotiate revision of this section during the term of the MOU.

29.1.2 REJECTION OF PROBATIONER FOLLOWING PROMOTION: Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which they were appointed unless charges are filed and they are discharged in the manner provided in Article XIII of the City Charter and the Personnel Rules. Rejection during probation is not subject to the employee appeal process.

29.2 PROBATIONARY PERFORMANCE REPORTS

29.2.1 It shall be the duty of each Department Head during the probationary period of each employee in their organization to investigate thoroughly the probationer's adjustment, performance and general acceptability to determine whether or not the probationer is fully qualified for permanent appointment. They shall be responsible for reports on the probationer's performance and conduct at the completion of every three (3) calendar months during the probationary period, and within ten (10) days of the end of the probationary period, or more frequently if deemed desirable by the Department Head. Such reports will be reviewed with the probationary employee by the rater. The Department Head or designee shall give a copy of the report to the probationary employee.

29.2.2 The final probationary report on each probationary employee shall include the Department Head's recommendation to the City Manager either to retain or reject the probationer.

29.3 EFFECT ON LEAVES OF ABSENCE ON PROBATIONARY PERIOD: The probationary period of a given employee shall be extended by the time equal to the time they have been on leave of absence, other than sick leave, compensation leave,

vacation, or holiday leave during this probationary period.

30. CITY RIGHTS

The RPMA recognizes the authority of the Chief of Police as described in Section 106.00 of the Richmond Police Department Policy Manual, adopted January 1, 2013.

31. SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any court for competent jurisdiction, or if compliance enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby. The parties agree to meet and confer to discuss compliance with state or federal law or a court order that invalidates any portion of this agreement.

32. FULL UNDERSTANDING, MODIFICATION AND WAIVER

32.1 This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understandings or agreements by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety. This agreement cannot be modified except in writing upon the mutual consent of the parties.

32.2 It is agreed and understood that during the negotiations which culminated in this agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this agreement.

32.3 There is no guarantee that working conditions and practices will be continued if they are not included in this MOU or if they have not been or are not hereafter specifically authorized by ordinance or by a resolution of the City Council.

32.4 It is the intent of the parties that ordinances, resolutions, rules and regulations enacted pursuant to this MOU shall be administered and observed in good faith.

33. REOPENER

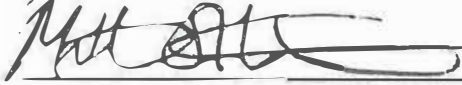
The parties agree to a reopener in each calendar year of this contract, solely at the request of RPMA, to discuss across-the-board salary adjustments (increases only), and one other matter of RPMA's choosing.

Dated: _____

01/11/2024

FOR THE RPMA:







FOR THE CITY:



MEMORANDUM OF UNDERSTANDING CITY OF RICHMOND AND RPMA INDEX

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