

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF REDLANDS

and

THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

Representing the General Employees of the City of Redlands

May 1, 2000 - June 30, 2003

MEMORANDUM OF UNDERSTANDING

GENERAL EMPLOYEES UNIT OF REPRESENTATION

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
ARTICLE 1 TERM OF MEMORANDUM OF UNDERSTANDING	1
ARTICLE 2 PREAMBLE	1
ARTICLE 3 RECOGNITION	1
ARTICLE 4 MANAGEMENT RIGHTS	1

SALARIES, RETIREMENT AND OTHER PAY

ARTICLE 5 SALARIES	2
ARTICLE 6 RETIREMENT	2
ARTICLE 7 UNIFORM ALLOWANCE	3
ARTICLE 8 LONGEVITY PAY	3
ARTICLE 9 OVERTIME	3
ARTICLE 10 WORKING OUT OF CLASSIFICATION PAY	4
ARTICLE 11 CALL BACK PAY	4
ARTICLE 12 STANDBY PAY	5
ARTICLE 13 MATRON PAY	5
ARTICLE 14 SHIFT DIFFERENTIAL	5
ARTICLE 15 SCHEDULED RECALL TO WORK	6
ARTICLE 16 TUITION REIMBURSEMENT	6

INSURANCE, LEAVE AND TIME OFF PROVISIONS

ARTICLE 17 HEALTH INSURANCE	6
ARTICLE 18 DENTAL INSURANCE	6
ARTICLE 19 VISION CARE	7
ARTICLE 20 LIFE INSURANCE	7
ARTICLE 21 WORKERS' COMPENSATION/S.D.I.	7
ARTICLE 22 VACATION	7
ARTICLE 23 SICK LEAVE	8
ARTICLE 24 BEREAVEMENT LEAVE	9
ARTICLE 25 LEAVE OF ABSENCE WITHOUT PAY	9
ARTICLE 26 MILITARY LEAVE	9
ARTICLE 27 PERSONAL LEAVE	9
ARTICLE 28 HOLIDAYS	10
ARTICLE 29 COMPENSATORY TIME OFF	10
ARTICLE 30 TIME OFF FOR ASSOCIATION REP.'S	11

DISCIPLINE, GRIEVANCE, LAYOFF PROCEDURES

ARTICLE 31	DISCIPLINARY PROCEDURES	11
ARTICLE 32	APPEAL AND GRIEVANCE PROCEDURE	12
ARTICLE 33	DEMOTION/NON-DISCIPLINARY	14
ARTICLE 34	LAYOFF PROCEDURE	14
ARTICLE 35	INVESTIGATORY INTERVIEW PROCEDURES	14

GENERAL PROVISIONS

ARTICLE 36	COPY OF M.O.U. TO EACH EMPLOYEE	15
ARTICLE 37	PERSONNEL RULES/SALARY RESO. DIST.	15
ARTICLE 38	PERSONNEL FILE	15
ARTICLE 39	COMMUNICATIONS	16
ARTICLE 40	UNIT MODIFICATION	16
ARTICLE 41	PREVAILING BENEFITS	16
ARTICLE 42	MAINTENANCE OF MEMBERSHIP	16
ARTICLE 43	USE OF BULLETIN BOARDS	17
ARTICLE 44	DIRECT DEPOSIT	17
ARTICLE 45	LEAVE TIME REPORTING	17
ARTICLE 46	WORKWEEK/STANDARD TOUR OF DUTY	17
ARTICLE 47	PROBATION	17
ARTICLE 48	ANNIVERSARY DATE	17
ARTICLE 49	DRIVER'S LICENSE PHYSICAL EXAMS	18
ARTICLE 50	EMPLOYMENT EXAMINATION PROCEDURES	18
ARTICLE 51	EXTENSION OF M.O.U.	18
ARTICLE 52	SAVINGS CLAUSE	18
ARTICLE 53	NO STRIKE PROVISION	18
ARTICLE 54	MEAL PERIODS	19
ARTICLE 55	REST PERIODS	19

Side Letters

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE CITY OF REDLANDS

AND

THE GENERAL EMPLOYEES OF THE CITY OF REDLANDS

Represented by:

THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION, INC.

5/1/00 - 6/30/03

ARTICLE 1 TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (M.O.U.) shall become effective on May 1, 2000 and shall expire on June 30, 2003.

ARTICLE 2 PREAMBLE

It is the intent and purpose of this M.O.U. to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the General Employees Unit represented by the San Bernardino Public Employees Association (hereinafter referred to as "Association").

ARTICLE 3 RECOGNITION

The classifications which shall be included in the General Employees unit of representation are listed in Appendix A.

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 the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

SALARIES, RETIREMENT AND OTHER PAY

ARTICLE 5

SALARIES – COST OF LIVING ADJUSTMENT

1. WAGE INCREASE – Effective January 1, 2001, all unit members shall receive a 2.5% a wage increase.
2. COMPENSATION STUDY – Effective the first full pay period following May 1, 2000, the City agrees to implement the agreed upon compensation study, as updated September 2000, over three (3) years to 7.5% less than the median of surveyed cities for all unit classifications, as follows:
 - a. NEW SALARY RANGES - Upon implementation of the plan, employees shall be placed into their new range. The placement into the new range shall be at the closest step in the new range which ensures that:
 - i. The employee's salary is not reduced, and
 - ii. Ensures that employees have the ability to reach the top step within three (3) years.
 - b. DATE OF PLACEMENT - These placements shall be retroactive to the effective date of the agreement (May 1, 2000). Employees shall advance within their new salary range in accordance with the City's Personnel Rules and Regulations, which means that they shall be eligible for a merit increase at the time of their next scheduled annual performance evaluation.

(11-7-00)

ARTICLE 6

RETIREMENT – PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The City shall continue to pay to the Public Employees' Retirement System on behalf of each employee covered by this agreement an amount equal to the required employee contribution to that system provided the contribution will not exceed a total of seven percent (7%) of regular compensation. These contributions shall, at the time of termination, belong to the employee.

The City shall continue to include in its contract with PERS, the following provisions:

HIGHEST SINGLE YEAR (7/1/87)

SURVIVOR CONTINUANCE (7/1/75)

2% @ 60 RETIREMENT FORMULA (7/1/76), provided, however, that:

Should all Miscellaneous Units successfully negotiate ratified agreements that include a provision to implement 2% @ 55, the City agrees to implement 2% @ 55 by July 1, 2001. (revised 11-7-00)

ARTICLE 7

UNIFORM ALLOWANCE

The City will provide a two hundred and twenty-five dollars (\$225) uniform allowance in the form of a credit at the City's central stores for the purchase of uniforms to include; shirts, pants, boots, jackets, and caps. Uniforms will be ordered during July and January only, except in the case of new employees and emergency situations. It is a requirement that employees wear the designated uniform to work daily. The uniform is to be presentable. Cleaning and maintenance of uniforms shall be the responsibility of the employee.

Wastewater and Equipment Maintenance Division permanent field employees will be provided uniform rental and laundering services at City expense, in lieu of uniform allocation. Upon termination of employment, employees whose uniforms were provided to them will be required to return the uniforms to the City.

Animal Control Officers, Community Service Officers (CSO's) and Parking Control Officers will receive the same uniform, payable in the same manner, as those enjoyed by the members of the Redlands Police Officers Association (RPOA).

Non-uniformed employees in this unit on payroll as of June 1 of each year and at the time the check is issued shall receive an annual two hundred dollars (\$200.00) bonus in lieu of the uniform allowance. This bonus will not be reported to PERS as compensation.

(11-23-92, revised 1-2-95, revised 4-30-97, revised 11-07-00)

ARTICLE 8

LONGEVITY PAY

Employees with twenty-five (25) years continuous service with the City shall advance to the Step "F" on the salary resolution, effective with the beginning of the pay period beginning closest to the first day of their 26th year of service.

In the event that an employee is not at the E step when he/she is eligible for the F step, at the completion of twenty-five (25) 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 the F step.

(7-1-90, revised 4-30-97)

ARTICLE 9

OVERTIME

Overtime pay shall be earned at time and one-half for all hours worked between the employee and department, the 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.

(7-1-77)

Time paid for holiday, vacation, sick leave and compensatory time off shall be treated as actual hours worked for the purposes of computing overtime.

(7-1-84)

Any 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. The City will establish an account at a local restaurant for use by employees working on emergency overtime.

(7-1-81)

ARTICLE 10 WORKING OUT OF CLASSIFICATION PAY

Whenever the needs of the City require an 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 employee works out of classification. Out of classification pay shall be at a flat rate of five-percent (5%) of base salary.

In order to receive out of classification pay the following provisions must occur:

- a. The name of the employee who is absent must be noted on the employees timesheet prior to out of classification pay being authorized.
- b. A vacancy or absence must exist for out of classification pay to be paid.
- c. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
- d. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.

Working out of classification pay for special assignments will only be authorized upon recommendation to the City Manager by the Department Head and will require a Payroll Transaction Form with supporting documentation justifying the special assignment.

(1-2-95)

ARTICLE 11 CALL BACK PAY

Call back time will be reimbursed based on a minimum two (2) hour block at time and one-half, with the exception that 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 p.m. and 7:00 a.m. Subsequent call outs after the initial two (2) hour block, or three (3) hour block if applicable, will be paid at time and one-half for actual time involved. Any employee who is unable to respond within thirty (30) minutes may be eliminated from the standby rotation.

An 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 an 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.

(7-1-84, revised 1-2-95)

ARTICLE 12 STANDBY PAY

Employees in the General Employees unit of representation assigned to standby duty shall receive one (1) hour of pay at straight time for standby duty on a week day and four (4) hours of straight time pay for standby duty on a weekend day or holiday.

In order to qualify for standby pay employees must:

1. Be required to be near a telephone at all times or carry a pager;
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.

(7-1-84, revised 4-30-97)

ARTICLE 13 MATRON PAY

Female Police Customer Service Representatives that report directly to the Police Records Supervisor and the Police Records Supervisor shall receive a 2.5% salary differential in recognition of the fact that they may be required to perform matron duties.

(7-1-88, revised 11-7-00)

ARTICLE 14 SHIFT DIFFERENTIAL

The City agrees to provide a five-percent (5%) shift differential to those employees who work one-half of their regularly scheduled shift 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. (7-1-88, revised 6-30-92)

ARTICLE 15 SCHEDULED RECALL TO WORK

The City agrees that when employees of the Municipal Utilities Department are recalled or scheduled to return to work for water system installation or a maintenance project between the hours of 12 midnight and 4:00 a.m., said employees shall receive time and one-half for all hours worked. Employees performing in this capacity shall automatically report to duty on their regularly scheduled shift immediately after a ten (10) hour rest period has occurred from the ending time of the scheduled or recall work assignment.

(7-1-83, revised 1-2-95)

ARTICLE 16 TUTION REIMBURSEMENT

The City agrees to pay one hundred percent (100%) reimbursement for tuition and books for job related courses either directed or approved by the department head. The course must be satisfactorily completed with a minimum grade of "C" or equivalent.

(7-1-77)

INSURANCE, LEAVE AND TIME OFF PROVISIONS

ARTICLE 17 HEALTH INSURANCE

- A. The City shall contribute the entire monthly premium for employees in the unit and their eligible dependents under the public Employee Retirement System (PERS).
- B. The City agrees to provide a stipend on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit. The rate of stipend will be based on the following scale:

0 - 19	employees participating	\$50 per month
20 - 24	employees participating	\$100 per month
25 +	employees participating	\$150 per month

The initial evaluation to determine stipend amount will be thirty (30) days from the date the M.O.U. is signed, and will be re-evaluated every quarter.

(11-23-92, revised 11-7-00)

ARTICLE 18 DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under either the City's self-insured dental plan or Denti-Care dental plan for each employee in the unit and all eligible dependents.

The City agrees to form a labor management committee to explore potential insurance changes or alternatives, including full insurance and increasing maximum insurance cap provided there is no additional cost to the City for such potential insurance changes. The Committee will endeavor to provide it's recommendation by July 1, 2001. GEAR shall have two (2) unit members serve on the Committee.

(7-1-90, dependent coverage added 4-30-97, revised 11-7-00)

ARTICLE 19 VISION CARE

The City agrees to reimburse each employee in the unit up to one hundred-sixty dollars (\$160) 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.

(11-23-92, increased 4-30-97)

ARTICLE 20 LIFE INSURANCE

The City shall contribute the monthly premium for a life insurance policy in the amount of ten thousand dollars (\$10,000) for all employees in the unit.

(Offered 7-1-75, City Paid 11-23-92)

ARTICLE 21 WORKER'S COMPENSATION/STATE DISABILITY INSURANCE

The City agrees to provide City paid State Disability Insurance coverage to all employees in the unit.

Sick leave or compensatory time may be used to supplement a Worker's Compensation or State Disability Insurance check, not to exceed the 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 the Payroll Supervisor. (1-84)

ARTICLE 22 VACATION

The vacation accrual for employees in the unit shall be as follows:

1	-	5	years of service	80 hours
6	-	7	years of service	120 hours
8	-	9	years of service	128 hours
10	-	11	years of service	136 hours
12	-	13	years of service	144 hours
14	-	16	years of service	152 hours
16	-	20	years of service	160 hours
		21	years of service	168 hours
		22	years of service	176 hours
		23	years of service	184 hours
		24	years of service	192 hours
		25 +	years of service	200 hours

The maximum vacation accrual shall be two (2) years. In November of each calendar year all vacation hours in excess of two (2) years accrual will be paid off at the employee's current hourly rate, provided that one-half of the yearly accrual has been used during the year under consideration.

(7-1-76)

ARTICLE 23 SICK LEAVE

- A. ACCURAL – Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.

(6-2-65)

- B. BUY BACK – In November of each calendar year, each employee in the unit may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the preceding calendar year in excess of six (6) sick leave days. A total of one (1) year's accumulation ninety-six (96 hours) must be on the books prior to any compensation being paid. Employees in the unit may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount. (7-1-78)

- C. AT SEPARATION OF SERVICE – Upon separation of service with the City, employees with ten (10) or more years continuous service will be eligible to cash in unused sick leave at the following formula:

10 - 15	years service.....	25%
16 - 20	years service.....	35%
21 +	years service.....	50%

Employees electing this option shall be responsible for any and all future medical insurance premiums. (7-1-90)

- D. UPON SERVICE RETIREMENT – In lieu of the above benefit, upon service retirement under the PERS retirement plan, employees in the unit 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 apply such cash value to applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents until the cash value is exhausted. 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 applicable insurance policy. However, upon completion of twenty (20) cumulative years service, at the employee's option he/she may elect fully paid medical insurance for employee and eligible dependents, under the City's medical insurance program, upon service retirement under the PERS retirement medical insurance plan, in lieu of any type of sick leave buy back.

(7-1-89, amended 4-30-97)

ARTICLE 24

BEREAVEMENT LEAVE

In the event of the death in the immediate family, an eligible employee will be compensated with two (2) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse: spouse, child (including foster child or ward of the court), parent, grandparent, brother, and sister. 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.

(7-1-90), include aunt and uncle; 11-23-92, added significant other 4-30-97, revised 11-7-00)

ARTICLE 25

LEAVE OF ABSENCE WITHOUT PAY

If an 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.

(11-23-92)

ARTICLE 26

MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. The department head may request copies of the employee's official military orders.

(7-1-82)

ARTICLE 27

PERSONAL LEAVE

Each employee in the unit may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advance supervisor approval.

(7-1-75)

ARTICLE 28

HOLIDAYS

The holidays which will be honored for employees in the unit will be those listed in Resolution Number 4831, signed on 12-17-91. These include:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day (December 25)
- Two (2) Floating Holidays

Effective December 1991, Christmas Eve Day shall be observed as a holiday when Christmas Day falls on Tuesday, Wednesday, Thursday, or Friday.

Employees in the unit shall not be allowed to carry floating holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year will be forfeited.

Holiday pay shall be compensated at eight (8) hours per holiday. Those employees working more than eight (8) hours per day (flexible work schedule) have the option of being compensated for the remaining hour/hours with accrued compensatory time, accrued floating holiday hours or accrued vacation.

(7-1-90)

If a scheduled holiday falls on an employee's regular day off, they will be compensated for eight (8) hours holiday compensation or will be entitled to take another day off during the pay period with mutual consent of the employee and the department head.

(7-1-90)

The A.K. Smiley Public Library will be closed on the Saturday following Thanksgiving Day.

(7-1-90)

ARTICLE 29

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 eighty (80) 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 employees shall be compensated for accrued compensatory hours.

(11-23-92)

ARTICLE 30 TIME OFF FOR ASSOCIATION REPRESENTATIVES

The Association may designate up to fourteen (14) representatives to attend Association meetings on City time, provided that no designated employee shall be released for more than one (1) hour per week. The time must be scheduled in advance and the supervisor must be notified.

(7-1-88)

DISCIPLINE, GRIEVANCE, LAYOFF PROCEDURES

ARTICLE 31 DISCIPLINARY PROCEDURES

A. Notice of Proposed Action.

Whenever an employee is to be discharged, suspended (for more than five (5) days, demoted, or reduced in step, for disciplinary purposes, written notice of at least five (5) working days of the proposed disciplinary action shall be given before such action is to be taken and must include:

- (1) Notice of proposed action;
- (2) Reasons for proposed action;
- (3) 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
- (4) A notice to the employee of the right to respond in writing or orally within the five (5) working day period.

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

B. Limitations and Exceptions:

- (1) Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
- (2) Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.
- (3) 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 fund or property; working while under the influence of liquor 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.)

- (4) 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 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. Employees wishing to appeal disciplinary actions may do so in accordance with Article 40.

In general, under City procedures, probationary employees and other non-permanent regular employees are not entitled to notice and a hearing unless the causes for termination are based upon charges involving a person's good name, reputation, honor or integrity. In such cases, an employee shall be entitled only to minimal due process rights as required by applicable law.

(7-1-82)

ARTICLE 32

APPEAL AND GRIEVANCE PROCEDURE

1. **DEFINED:** A grievance is an alleged violation of the Personnel Rules and Regulations, this M.O.U. or written City Policy.
2. **PROCEDURE:**
 - a. Informal Grievance Procedure: The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance with the immediate supervisor before resorting to the Formal Grievance Procedure below. However, if the grievant is unable to resolve the grievance informally before the time period for filing a Formal Grievance expires (10 working days from the date the grievance allegedly occurred), the grievant must proceed to the Formal Grievance Procedure in accordance with the time limits therein or he/she will have waived the right to proceed in the Formal Grievance Procedure.

b. Formal Grievance Procedure:

1. First Level of Review

The grievant shall present the formal grievance in writing to his/her supervisor within ten (10) working days from the alleged occurrence of the violation. 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 M.O.U., City Policy or Personnel rules alleged to have been violated;
- e. Requested remedy;
- f. Name of the grievant's representative, if any;
- g. Date and signature of the grievant.

The supervisor shall render a decision and comments in writing and return them to the grievant within ten (10) working days after receiving the written grievance. If the grievant does not agree with his supervisor's decision or if no answer has been received within the specified time period, the grievant shall present the grievance in writing to the Department Head or his designee within five (5) days of the date the supervisor's decision is rendered or should have been rendered pursuant to the specified time period.

2. Second Level – Department Head Review

The Department Head or his designee shall discuss, upon request, the grievance with the grievant, the grievant's representative if any, and with other appropriate persons. The Department Head or designee shall render his decision and comments in writing and return them to the grievant within ten (10) working days after receiving the formal written grievance. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may appeal the grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the Personnel Director, along with a written request that the grievance be considered at the Third Level, within ten (10) working days of the date the Department Head's decision is rendered, or should have been rendered, pursuant to the specified time period.

3. Third Level – City Manager

If the grievance is submitted to the City Manager for review and settlement, the City Manager may elect the methods he/she considers appropriate for the study of the issues and shall render a written decision to the parties within ten (10) working days of receipt of the grievance.

4. Fourth Level – Advisory Mediation

If the grievance has not been resolved after completion of the third level above, either the Association or the City may request non-binding mediation through the State of California, Department of Industrial Relations Mediation and Conciliation Service. This mediation shall be provided by the state at no cost to either the City or the employee.

5. Fifth Level – City Council

If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in the forgoing sections, the employee or his/her designated representative, if any, within ten (10) working days after the completion of the last step under the third level above, shall submit a written request to the City Council or their designee, for a hearing before the City Council or their designee. Such request, along with a copy of the record of the grievance developed to that point, shall be transmitted to the City Council or designee within ten (10) working days after receipt of such request for a hearing. The City Council shall render their decision within ten (10) working days of the hearing. The decision of the City Council shall be final and binding. (7-97, Resolution No. 5402)

ARTICLE 33 DEMOTION/NON-DISCIPLINARY

Regular 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.

(7-1-88)

ARTICLE 34 LAYOFF PROCEDURE

All regular employees whose positions have been eliminated shall be allowed to exercise their options, based on seniority, to displace an employee (bump) into the same or any one of the junior classifications within the job groupings (see Appendix B) for which they qualify or into a previously held classification with the City of Redlands. The employee must meet the minimum qualifications for the position bumped. Employees must utilize the option which places them in the highest available position.

ARTICLE 35 INVESTIGATORY INTERVIEW PROCEDURES

Prior to any investigatory interview or consultation between an employee and the Department Head 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 reasonable 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 employee or the City may elect to record any such investigatory interview or consultation, unless the parties 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.

(7-1-82)

GENERAL PROVISIONS

ARTICLE 36 **COPY OF M.O.U. TO EACH EMPLOYEE**

The City will provide each employee in the unit with a copy of this M.O.U. within sixty (60) days of execution.

(7-1-86)

ARTICLE 37 **PERSONNEL RULES/SALARY RESOLUTIONS, DISTRIBUTION**

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 San Bernardino Public Employees Association and all representatives.

(7-1-88)

ARTICLE 38 **PERSONNEL FILE**

No material which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in an 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.

Any 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, Personnel Director, Department Head, 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.

(7-1-82)

ARTICLE 39

COMMUNICATIONS

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.

The City and the Association consider themselves mutually responsible to improve communications between management and employees and will use their best endeavors in establishing and maintaining effective communication channels.

(7-1-86)

ARTICLE 40

UNIT MODIFICATION

It is understood that this M.O.U. shall constitute a bar to any petition or request for decertification of the Association as the formally recognized employee organization in the General Employees unit of representation at any time prior to the expiration date of this M.O.U.

In addition, no petitions for unit modification of the General Employees unit will be accepted by the City without the express agreement of the Association.

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, suite 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 41

PREVAILING BENEFITS

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

ARTICLE 42

MAINTENANCE OF MEMBERSHIP

All employee members of SBPEA shall remain as members in good standing of said Association for the duration of this M.O.U. except as set forth below:

During the period from March 1 through March 31 of each year, any Association member who has been a member for at least one (1) year, may voluntarily withdraw from Association membership.

(4-30-97)

ARTICLE 43 USE OF BULLETIN BOARDS

The City agrees that SBPEA may utilize bulletin board space in designated areas upon mutual agreement with the City. SBPEA will provide bulletin boards.

The City agrees to allow the use of inter-departmental mail for distribution of SBPEA materials to SBPEA representatives only.

(11-23-92)

ARTICLE 44 DIRECT DEPOSIT

Direct deposit of employee paychecks will be available to employees in this unit.

(7-1-90)

ARTICLE 45 LEAVE TIME REPORTING

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

(7-1-88)

ARTICLE 46 WORKWEEK/STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work.

The department head 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 employees and Association at least two (2) weeks prior to the proposed change being implemented unless mutually agreed upon between the employee and supervisor. If requested by the Association, the parties shall expeditiously meet and confer regarding such change.

(revised 11-7-00)

ARTICLE 47 PROBATION

The probationary period including promotional appointments shall be for a period of six (6) months unless extended by the recommendation of the department head. The probationary period for Public Safety Dispatchers shall be twelve (12) months.

(7-1-90)

ARTICLE 48 ANNIVERSARY DATE

For those employees hired after July 1, 1990, the "anniversary date" shall be the day of the month in which the employee completes six (6) months of employment. When an employee receives a promotion, after July 1, 1990, the new anniversary date shall be the day of the month in which the employee completes six (6) months

of employment in the new classification. When a salary increase is granted, it shall be effective on the beginning of the pay period falling closest to the day of the month the employee was hired or promoted.

(7-1-90)

ARTICLE 49 DRIVER'S LICENSE PHYSICAL EXAMINATIONS

The City will pay for the required physical examination for 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.

(6-2-72)

ARTICLE 50 EMPLOYMENT EXAMINATION PROCEDURES

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

(7-1-88)

ARTICLE 51 EXTENSION OF M.O.U

The City agrees that if a successor M.O.U. has not been reached by 12:00 a.m. (midnight) on the expiration date, each calendar year, the terms and conditions of the existing M.O.U. shall be extended six (6) months or until a successor M.O.U. is adopted, whichever occurs sooner.

ARTICLE 52 SAVINGS CLAUSE

If any provision of this M.O.U., 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 53 NO STRIKE PROVISION

It is understood and agreed that the service performed by city employees included in this M.O.U. 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 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 employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

(7-1-74)

ARTICLE 54

MEAL PERIODS

The City agrees to the following: 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.

(1-2-95)

ARTICLE 55

REST PERIODS

The City agrees to the following: 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.

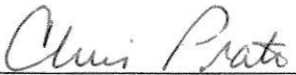
(1-2-95)

The Association understands and agrees to the following: In regards to break periods, the following scenarios should not occur:

- Combining two daily breaks into one 20-30 minute break.
- "Banking" breaks from day to day.
- "Saving" break time in order to extend lunch periods or shorten the workday.
- Payment of compensatory time off or overtime for "unused" breaks.

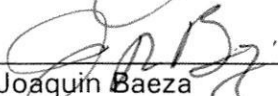
(1-2-95)

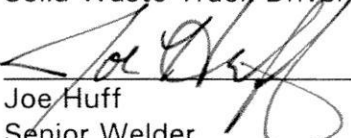
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

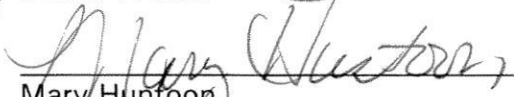

Chris Prato
General Manager, SBPEA

11-22-00
Date


Kim Braun, President, GEAR
Risk Management Tech.

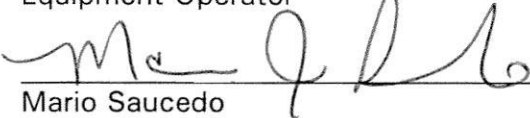

Joaquin Baeza
Solid Waste Truck Driver


Joe Huff
Senior Welder

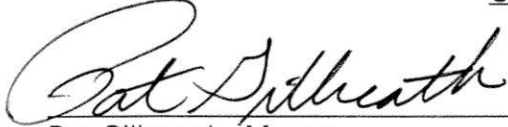

Mary Huntoon
Sr. Accounting Tech.


Brian Lawson
CSO Dispatcher


Dale McCue
Equipment Operator

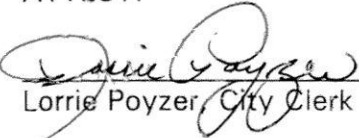

Mario Saucedo
Sr. Water Service Worker

CITY OF REDLANDS


Pat Gilbreath, Mayor

November 21, 2000
Date

ATTEST:


Lorrie Poyzer, City Clerk

APPENDIX A
CLASSIFICATIONS INCLUDED IN THE GENERAL EMPLOYEES UNIT

Accounting Technician I/II
Administrative Assistant I/II
Administrative Secretary
Animal Control Officer
Animal Control Supervisor
Asphalt Worker
Assistant Engineer
Assistant Planner
Associate Archivist
Associate Planner
Building Inspector I/II
Building Maintenance Worker
Building Permit Technician
Business License Inspector
Cemetery Caretaker I/II
Cemetery Services Assistant
Code Enforcement Officer
Community Services Officer/Dispatcher I/II
Concrete Worker
Crime Analyst
Cross Connection Control Inspector
Electrician
Equipment Operator
Equipment Maintenance Administrative Assistant
Fire Mechanic
Forensic Services Supervisor
Geographic Information Systems Technician
Grounds Maintenance Worker I/II
Housing Coordinator
Housing Technician
Human Resources Assistant
Human Resources Technician
ID and Property Technician
Industrial Waste inspector
Junior Engineer
Kennel Attendant
Laboratory Technician I/II
Library Clerk
Library Information Systems Technician
Library Specialist I/II
Line Maintenance Worker
Maintenance Custodian
Maintenance Worker
Mechanic Assistant
Mechanic I/II
MIS Support Technician

Park Maintenance Mechanic
Parking Citation Technician
Plant Mechanic I/II
Police Customer Service Representative
Police Parking Control Officer
Police Records Supervisor
Public Information Specialist
Purchasing Assistant
Purchasing Supervisor
Recreation Program Coordinator
Regulatory Compliance Officer
Resident Construction Inspector
Risk Management Technician
Risk Management Technician
Senior Accounting Technician
Senior Administrative Assistant
Senior Asphalt Worker
Senior Building Maintenance Worker
Senior Cemetery Caretaker
Senior Code Enforcement Officer
Senior Communications Specialist
Senior Concrete Worker
Senior Equipment Operator/Landfill
Senior Equipment Operator/Water
Senior Grounds Maintenance Worker I/II
Senior Information Systems Technician
Senior Line Maintenance Worker
Senior Mechanic
Senior Recreation Program Coordinator
Senior Sign and Paint Worker
Senior Solid Waste Truck Driver
Senior Storekeeper
Senior Street Maintenance Worker
Senior Tree Trimmer
Senior Water Meter Reader
Senior Water Service Worker
Senior Welder
Sign and Paint Worker
Solid Waste Collector
Solid Waste Customer Services Representative
Solid Waste Route Supervisor
Solid Waste Truck Driver
Storekeeper
Street Sweeper Operator
Supervising Laboratory Technician
Traffic Signal Technician I/II
Tree Trimmer I/II
Utilities Database Technician
Utility Billing Supervisor
Wastewater Treatment Operator I/II/III/IV

Water Distribution Supervisor
Water Line/Fire Specialist
Water Meter Reader
Water Production Maintenance Supervisor
Water Production Plant Supervisor
Water Quality Control Officer
Water Quality Technician I/II
Water Service Worker I/II
Water Treatment Operator II/III/IV
Welder
Worker's Compensation Technician

APPENDIX B

LAYOFF JOB GROUPINGS (PER ARTICLE 34)

36	Library Clerk
38	Administrative Assistant I
38	Police Parking Control Officer
39	Storekeeper
40	Accounting Technician I
41	Building Permit Technician
42	Administrative Assistant II
42	Police Customer Service Rep
43	Library Specialist I
43	Senior Storekeeper
44	Account Technician II
46	Administrative Secretary
47	Library Specialist II
48	Human Resources Assistant
48	Purchasing Assistant
48	Senior Accounting Technician
49	Cemetery Services Assistant
49	Recreation Program Coordinator
49	Senior Administrative Assistant
52	Human Resources Technician
52	Risk Management Technician
52	Workers Compensation Technician
53	Associate Archivist
54	Purchasing Supervisor
55	Police Records Supervisor

34	Kennel Attendant
38Y	Maintenance Worker
43	Mechanic Assistant
47	Mechanic I
51	Mechanic II
51	Plant Mechanic I
51	Welder
55	Fire Mechanic
55	Plant Mechanic II
55	Senior Welder
59	Senior Mechanic

34	Kennel Attendant
40Y	Animal Control Officer
55	Animal Control Supervisor

38	Police Parking Control Officer
42	CSO/ Public Safety Dispatcher I
42	Police Customer Service Rep
46	CSO/Public Safety Dispatcher II
50	I.D. Technician
55	Police Records Supervisor
54	Code Enforcement Officer
58	Senior Code Enforcement Officer
59	Assistant Planner
63	Associate Planner

51	Building Inspector I
54	Code Enforcement Officer
55	Building Inspector II
58	Senior Code Enforcement Officer

34	Kennel Attendant
38Y	Cemetery Caretaker I
38Y	Grounds Maintenance Worker I
38Y	Maintenance Worker
42	Cemetery Caretaker II
42	Grounds Maintenance Worker II
43	Tree Trimmer I
46	Park Maintenance Mechanic
46	Senior Grounds Maintenance Worker I
47	Senior Cemetery Caretaker
47	Tree Trimmer II
50	Senior Grounds Maintenance Worker
51	Senior Tree Trimmer

52	Senior Building Maintenance Worker
48	Building Maintenance Worker
42	Maintenance Custodian
38Y	Maintenance Worker
34	Kennel Attendant

	Junior Engineer
49Y	Resident Construction Inspector

34	Kennel Attendant
38Y	Maintenance Worker
47	Line Maintenance Worker
48	Wastewater Treatment Operator I
49	Laboratory Technician I
51	Senior Line Maintenance Worker
52	Wastewater Treatment Operator II
53	Industrial Waste Inspector
53	Laboratory Technician II
56	Wastewater Treatment Operator III
58	Wastewater Treatment Operator IV

65	Regulatory Compliance Officer
48Y	Traffic Signal Technician II
50	Traffic Signal Technician I
54	Electrician
60	Senior Communications Electrician Specialist
	Water Production Maintenance Supervisor
	Water Production Plant Supervisor
34	Kennel attendant
38Y	Maintenance Worker
42	Water Service Worker
42	Water Meter Reader
46	Senior Water Meter Reader
46	Senior Water Service Worker
46	Water Line/Fire Specialist
47	Line Maintenance Worker
51	Senior Equipment Operator
51	Senior Line Maintenance Worker
51	Welder
52	Water Quality Technician II
52	Water Treatment Operator II
55	Cross Connection Control Inspector
55	Senior Welder
56	Water Treatment Operator III
58	Water Quality Control Officer
58	Water Treatment Operator IV
60	Water Distribution Supervisor
34	Kennel Attendant
38Y	Maintenance Worker
47	Asphalt Worker
47	Concrete Worker
47	Sign and Paint Worker
51	Senior Asphalt Worker
51	Senior Concrete Worker
51	Senior Equipment Operator
51	Senior Sign and Paint Worker
34	Kennel Attendant
38Y	Maintenance Worker
41	Solid Waste Collector
47	Solid Waste Truck Driver
51	Senior Equipment Operator
51	Senior Solid Waste Truck Driver
57	Solid Waste Route Supervisor

Employees being displaced to any position in the Police Department must successfully complete a background investigation prior to transfer.

MEMORANDUM OF UNDERSTANDING

SIDE LETTERS

It is agreed and understood that the following side letters are not subject to the grievance procedure.

1. CATASTROPHIC LEAVE PROGRAM - By July 1, 2001, the Personnel Manager will meet with all City employee organizations for the purpose of discussing the concept of establishing a City-wide Catastrophic Leave Program. GEAR shall have two (2) unit members serve on the Committee.
2. CLASSIFICATION STUDY POLICY - By February 2001, the City agrees to meet with the Association to discuss a proposed City classification study policy.

✓ M.O.U. - General Employees - On motion of Councilmember George, seconded by Councilmember Freedman, the City Council unanimously ratified a Memorandum of Understanding (M.O.U.) covering the period May 1, 2000, through June 30, 2003, with the General Employees Association of Redlands.

M.O.U. - Management Employees - On motion of Councilmember George, seconded by Councilmember Freedman, the City Council unanimously ratified a Memorandum of Understanding (M.O.U.) covering the period May 1, 2000, through June 30, 2002, with the Redlands Association of Management Employees.

Resolution No. 5819 - Salary - On motion of Councilmember George, seconded by Councilmember Freedman, the City Council unanimously adopted Resolution No. 5819, a resolution of the City Council of the City of Redlands establishing a salary schedule and compensation plan for City employees and rescinding Resolution No. 5788. This resolution reflects the salary increases for the General and Management employee units of representation which were approved by the City Council on November 7, 2000. It also reflects additions to the Police Department staffing levels which were approved by the City Council on November 7, 2000, (COPS More grants) and the recent reassignment of two classifications (Assistant Finance Director and City Planner) from the Mid-Management unit of representation to the Management unit of representation.

Appointment - DRBA Board - On motion of Councilmember George, seconded by Councilmember Freedman, the City Council unanimously appointed Heather Stevning to the Downtown Redlands Business Association (DRBA) Advisory Board as recommended by the DRBA Advisory Board.

CDBG Funds - Project Home Again - On motion of Councilmember Haws, seconded by Councilmember Freedman, the City Council approved establishment of a new project, Project Home Again: Infrastructure Improvements, for the purpose of constructing sewer and water main improvements to the Family Service Association's Project Home Again facility located at 612 Lawton Street, using \$50,000.00 in CDBG funds from CDBG Project No. 111-20925/1229 (Project Home Again: Playground Equipment) and \$3,000.00 from CDBG Project No. 111-20825/1230 (Counseling Center and Design-Family Service Association) with Councilmember Gilbreath abstaining. On motion of Councilmember Haws, seconded by Councilmember Freedman, the City Council approved cancellation of Project No. 111-20925/1229 (Project Home Again: Playground Equipment) and to reprogram the \$3,000.00 in allocated funds into the newly created project, Project Home Again: Infrastructure Improvements with Councilmember Gilbreath abstaining. On motion of Councilmember Haws, seconded by Councilmember Freedman, the City Council approved cancellation of Project No. 111-20825/1230 (Counseling Center and Design-Family Service Association) and to reprogram the \$3,000.00