

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF REDLANDS
AND
REDLANDS ASSOCIATION OF FIRE MANAGEMENT EMPLOYEES
JULY 1, 2005 – JUNE 30, 2010

Memorandum Of Understanding

between

City Of Redlands

and

Redlands Association of Fire Management Employees

July 1, 2005 – June 30, 2010

ARTICLE 1 - TERM OF AGREEMENT

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 July 1, 2005 and shall expire on June 30, 2010.

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 Redlands Association of Fire Management Employees (hereinafter referred to "Association").

ARTICLE 3 - RECOGNITION

The Association is the recognized employee organization for the personnel employed in the Fire Department occupying the classifications of Fire Battalion Chief, Deputy Fire Chief and Fire Chief.

ARTICLE 4 - SALARIES

YEAR 1: Effective the first full pay period following July 1, 2005, base salary shall be increased by three percent (3%).

YEAR 2: Effective the first full pay period following July 1, 2006, base salary shall increase by three percent (3%).

YEAR 3: Effective the first full pay period following July 1, 2007, base salary shall increase by three percent (3%).

YEAR 4: There shall be no adjustment to base salary.

YEAR 5: By April 1, 2009, the City shall conduct a classification compensation survey, using the existing survey cities, to determine comparable salaries for fire management employees. Effective the first full pay period following July 1, 2009, the City shall implement the classification compensation survey by adjusting Redlands salaries to ensure they are equal to the median salary range of the survey, and shall not be benchmarked off of the Captain's salary range. The salary ranges for unit classifications shall be set to the closest range that ensures a minimum salary differential between unit classifications as follows:

Between Captain and Battalion Chief	15%
Between Battalion Chief and Deputy Chief	21%
Between Deputy Chief and Chief	13%

ARTICLE 5 - RETIREMENT

The City of Redlands offers its Fire Management employees membership in the California Public Employees Retirement System (CalPERS), 3% @ 50 retirement formula. The City pays both the employer contribution and the employee contribution of 9% of salary. These contributions shall, at the time of separation, belong to the employee. The Fire Management employees are eligible for the single highest year option with PERS.

The City and the Association shall split equally the added cost resulting from the change in the City's employer contribution rate attributable to the 3% @ 50 retirement formula. The employees' half-share shall be paid by the City and reimbursed by the employee through payroll deduction to ensure employees receive the full benefit of the City's 9% Employer Paid Member Contribution (EPMC). The City and the Association agree that the employees' half-share shall not exceed 7.25% and that any excess shall be paid by the City.

Effective the first pay period after July 1, 2006, the City shall pay an additional one-third (1/3) of the contribution rate attributable to the 3% @ 50 retirement formula.

Effective the first pay period after July 1, 2007, the City shall pay an additional one-third (1/3) of the contribution rate attributable to the 3% @ 50 retirement formula.

Effective the first pay period after July 1, 2008, the City shall pay 100% of the contribution rate attributable to the 3% @ 50 retirement formula.

ARTICLE 6 – FINAL YEAR COMPENSATION

One year prior to service retirement, Association members shall have the option of having their base salary increased in accordance with PERS regulations pertaining to final year compensation. All effective dates shall be as dictated by PERS policy.

ARTICLE 7 - HEALTH INSURANCE

Medical Insurance

The City shall pay the entire premium for medical insurance for Association members and all eligible dependents under the PERS health insurance program.

Reimbursement of Medical Insurance Co-Payments and Deductibles

Association members shall receive an annual insurance adjustment to offset deductibles and co-payments.

Medical Insurance Stipend

The City offers a monthly stipend in the amount of \$150 in exchange for non-election of City paid medical insurance benefits, for those Association members who can provide proof of alternative coverage.

ARTICLE 8- VISION CARE

The City shall reimburse Association members up to \$225.00 every fiscal year for the purchase of prescription frames and lenses and/or contact lenses.

ARTICLE 9 – DENTAL INSURANCE

The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for Association members and all eligible dependents.

ARTICLE 10 – LIFE INSURANCE

The City provides Association members with \$25,000 of life insurance. Employees may also purchase additional increments of life insurance at the City's group rate.

ARTICLE 11 - DEFERRED COMPENSATION

Each April, the City of Redlands shall make an annual contribution to deferred compensation on behalf of each Association member in the amount of \$800 per year + 1% of gross annual salary.

ARTICLE 12 - EDUCATIONAL INCENTIVE

Association members are eligible for an educational incentive in the following amount: 7.5% of base salary for an Associates degree; 10% of base salary for a Bachelors degree.

ARTICLE 13 - UNIFORM ALLOWANCE

Association members shall receive a uniform allowance in the amount of \$500 per year.

ARTICLE 14 - LONGEVITY PAY

Association members with twenty (20) years of continuous service with the City of Redlands shall advance to Step "F" on the salary resolution for their classification. This increase shall be effective at the beginning of the pay period closest to the first day of their twenty-first (21st) year of service.

In the event that an employee is not at "E" step when he/she is eligible for the F step, at the completion of twenty (20) years of service, the employee will advance to the next step in their salary range, and continue to advance based on merit until the employee reaches "F" step.

ARTICLE 15 - SHIFT DIFFERENTIAL PAY FOR FIRE MEMBERS

The Fire Chief, Deputy Fire Chief and the Fire Battalion Chiefs who are assigned to a forty (40) hour workweek (or 9/80 schedule) shall be compensated at seven and one half percent (7.5%) times the base hourly rate for Shift Differential Pay. This benefit does not apply to Battalion Chiefs who are assigned to the twenty-four (24) hour shift work schedule.

ARTICLE 16 - HOLIDAYS

The City of Redlands currently observes the following holidays, established by Resolution:

New Year's Day (January 1)
Martin Luther King, Jr. Day (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veteran's Day (November 11th)
Thanksgiving Day
The Friday after Thanksgiving Day

Christmas Day (December 25th)

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

In lieu of the above, Shift Battalion Chiefs shall be compensated with fourteen 12-hour holidays per year. This compensation shall be based on 5.54 hours per 14-day payperiod.

In addition, Association members shall receive two (2) floating holidays annually. Fire Battalion Chiefs assigned to a twenty-four (24) hour schedule shall receive two (2) twelve (12) hour floating holidays. Floating holidays accrued but not used shall be paid in January of the following year.

ARTICLE 17 - SICK LEAVE

Association members who work a forty (40) hour week shall accrue sick leave at a rate of 3.7 hours per pay period. Shift employees shall accrue sick leave at a rate of 5.6 hours per pay period; sick leave shall be taken in twenty-four (24) hour shifts.

Sick Leave Buy-Back Program

Association members may accumulate sick leave from calendar year to calendar year to an unlimited amount, or participate in the City's Sick Leave Buy Back program. In order to participate in the buy-back, the employee must have a minimum of 96 hours of sick leave on the books. In November of each year, Association members may elect to be paid cash at their current hourly rate in accordance with the schedule below, less any sick leave hours used during that period.

<u>Years of Service</u>	<u>Maximum Buy-Back Per Year</u>
2-6	48 hours
7	56 hours
8	64 hours
9	72 hours
10	80 hours
11	88 hours
12	96 hours

Shift Personnel:

<u>Years of Service</u>	<u>Maximum Buy-Back Per Year</u>
2-7	24 hours
8	48 hours
9	72 hours

10	96 hours
11	120 hours
12 +	144 hours

ARTICLE 18 -ACCRUAL PAYMENT UPON RETIREMENT

Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an Association member prior to retirement, members with less than fifteen (15) years service with the City may elect one of the following options for payment of unused sick leave:

A. Convert all remaining sick leave accrued at the time of retirement to cash value at the final rate of pay and apply said cash value to applicable premiums payable under the City's medical insurance program for the Association member and eligible dependents until the cash value is exhausted. In the event that the member dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy.

B. At the time of service retirement, disability retirement, or at the death of an active member, one hundred percent (100%) of accrued sick leave may be cashed out at the prevailing hourly rate.

C. At the time of retirement or disability retirement extend service credit equal to one hundred percent (100%) of accrued sick leave on the books.

Upon service or disability retirement under the PERS retirement plan, or in the event of the death of an Association member prior to retirement, members who have served a minimum of fifteen (15) years of service with the City of Redlands, shall be provided with lifetime health insurance, including medical, dental and vision. This health insurance shall be at no cost to the retired member and shall cover the member and eligible dependents, event after the death of the member.

Association members age 60 and retiring prior to December 31, 2005, regardless of years of service with the City, shall be provided with lifetime health insurance, including medical, dental and vision. This health insurance shall be at no cost to the retired member and shall cover the member and eligible dependents.

In addition, effected members also have the option of being compensated for unused sick leave on the books at the time of retirement by either option B or C above.

ARTICLE 19 – PAYMENT UPON SEPARATION

Upon separation from the City, members may elect to be paid all accumulated leave in one lump sum or over a period not to exceed 60 months. These funds may be banked in value until exhausted.

ARTICLE 20 – DEFINED CONTRIBUTION & CONTRIBUTION PLANS

The City shall make available to Association members a qualified 401a, 401 Defined Contribution, Defined Distribution plan(s) and a Retirement Health Savings Plan, as allowed by law. All programs shall be structured in accordance with the latest IRS rulings.

For Association members electing to have the accrued buy back amounts placed into a qualified plan, the City shall make the deposit into the appropriate account on a pre-tax basis.

ARTICLE 21 - VACATION

Vacation shall accrue for Fire Administration members based on the following schedule:

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 - 15 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

Vacation shall accrue for Association members on the 24-hour shift based on the following schedule:

1 - 5 years of service	5 shifts
6 - 7 years of service	6 shifts
8 - 9 years of service	7 shifts
10 - 13 years of service	8 shifts
14 - 15 years of service	9 shifts
16 - 19 years of service	10 shifts

20 + years of service

11 shifts

ARTICLE 22 - BEREAVEMENT LEAVE

In the event of the death in the immediate family, Association members shall 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.

ARTICLE 23 - PERSONAL LEAVE

Association members may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advance approval by his/her supervisor.

ARTICLE 24 - EXECUTIVE LEAVE

Association members (with the exception of the shift B.C.'s, who are ineligible) shall receive one hundred (100) hours of executive leave annually. This leave must be used within the calendar year, or it will be removed from the books as of December 31st of each year.

ARTICLE 25 - COMPENSATORY TIME OFF AND OVERTIME

Forty (40) hour Chiefs are exempt from the requirements of the FLSA and therefore ineligible to accrue compensatory time off or earn overtime pay at 1 ½ times their hourly rate. Fire Battalion Chiefs shall earn overtime at time and one half for those hours worked in excess of fifty-three (53) in one week. Fire classifications eligible to receive Compensatory Time shall have a maximum accrual of two hundred-forty (240) hours.

Association members ineligible to receive overtime compensation may receive overtime pay at time and one half of salary in certain situations ONLY if the hours are reimbursed by a third party, such as reimbursable mutual aid calls or billable contracts.

ARTICLE 26 - WORKWEEK

Association members may be eligible to work a 4/10 schedule. This schedule shall be approved by the Fire Chief.

ARTICLE 27 - FIRE BATTALION CHIEF STAFFING

The City agrees that a minimum of one (1) Battalion Chief shall be on staff per twenty-four (24) shift.

ARTICLE 28 - NO STRIKE PROVISIONS

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

ARTICLE 29 - PREVAILING BENEFITS

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

ARTICLE 30 - SAVINGS CLAUSE

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

ARTICLE 31 – EQUIVALENT BENEFITS

Association members shall enjoy all wages, benefits and working conditions currently contained in the Memorandum of Understanding between the City and Redlands Professional Firefighters Association. This shall include, but not be limited to: vacation, sick leave, uniform allowance, deferred compensation, holidays, bereavement leave, and personal leave. In the event there are discrepancies, the greater benefit shall be provided to Association members.

ARTICLE 32 – DEATH OF EMPLOYEE

If an employee dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased employees shall be entitled to benefits as follows:

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

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

ARTICLE 33 – DROP PROGRAM

Should the Deferred Retirement Optional Program (DROP) become available, upon the request of RAFME, the City agrees to meet regarding the possible implementation of the program.

CITY OF REDLANDS



Susan Peppler, Mayor

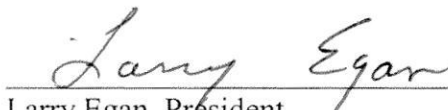
6/21/05
Date

ATTEST:



Lorrie Poyzer, City Clerk

**REDLANDS ASSOCIATION OF
FIRE MANAGEMENT EMPLOYEES**



Larry Egan, President

6-16-05
Date

recording system for Mariposa Elementary School and the Redlands Bowl and authorized the Mayor to execute, and the City Clerk to attest to, the documents on behalf of the City. Motion seconded by Councilmember George and carried unanimously.

MOU - Redlands Association of Fire Management Employees - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously ratified a Memorandum of Understanding with the Redlands Association of Fire Management Employees and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

MOU - Redlands Association of Safety Management Employees - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously ratified a Memorandum of Understanding with the Redlands Association of Safety Management Employees and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Agreement - Employment Relations Consortium - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved a special services agreement with Leibert Cassidy Whitmore for special legal services associated with the East Inland Empire Employment Relations Consortium and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Housing Commission Report - The Housing Commission report regarding approval of budget and proposed housing program updates was continued to July 5, 2005.

COMMUNICATIONS

Waste Diversion Mandates - Solid Waste Manager Gary Van Dorst reported on efforts to comply with recycling requirements under AB 939 and SB 1066. Staff is considering the completion of a new base year and solid waste generation study at the request of the California Integrated Waste Management Board. This action may result in a dramatic, albeit temporary increase, in the City's official diversion rate. The best long-term solution is to lobby for changes in how AB 939 compliance is measured. Councilmember Pepler moved to authorize staff to lobby elected officials and the California Integrated Waste Management Board staff for the purpose of revising current criteria for determining compliance with State-mandated waste diversion. Motion seconded by Councilmember Gil and carried unanimously.

Trust for Public Land - Polling Results - Councilmember Harrison reported the Redlands Conservancy and the Trust for Public Land contracted for a poll of