

MEMORANDUM OF UNDERSTANDING

between

CITY OF REDLANDS

and

REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES

July 1, 2002 – June 30, 2004

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 July 1, 2002 and shall expire on June 30, 2004.

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 Management Employees (hereinafter referred to as "Association").

ARTICLE 3. WAGES

A. WAGE INCREASES

1. A five percent (5%) increase in base salary will be provided to all unit members, effective July 1, 2002. *
2. A five percent (5%) increase in base salary will be provided to all unit members, effective July 1, 2003. *

* These increases would apply to all RAME positions, except for the position of Community Services Division Manager, the salary of which is currently set and maintained at 10% above the Police Captain base salary range. This salary relationship was established by the 1999 Compensation Study and adopted by the last RAME MOU.

ARTICLE 4. RETIREMENT

A. All Management Unit employees shall be enrolled in the California Public Employees Retirement System (CalPERS), 2% @ 55 formula. The City shall pay both the employer contribution and the employee contribution of seven-percent (7%) of salary. Management Unit employees are eligible for the single highest year option with PERS.

B. All Management Unit employees are responsible for the employee contribution to Social Security and Medicare.

ARTICLE 5. ANNIVERSARY DATES

The City agrees to move all Management Unit employee anniversary dates to November 1.

ARTICLE 6. HEALTH INSURANCE

A. MEDICAL INSURANCE

The City shall pay the entire premium for each Management Unit employee and all eligible dependents under the PERS health insurance program.

B. DENTAL INSURANCE

The City shall pay the entire premium for dental insurance for each Management Unit employee and all eligible dependents.

C. LIFE INSURANCE

The City shall provide each Management Unit employee with ten thousand dollars (\$10,000) of life insurance. Employees may also purchase additional increments of life insurance at the City's group rate at their own expense.

D. INSURANCE ADJUSTMENT

In July of each year, the City shall pay each Management Unit employee a cash payment in the amount of one hundred and fifty dollars (\$150) to offset the co-payments and deductibles for medical insurance plans.

E. VISION CARE REIMBURSEMENT PLAN

The City shall reimburse each employees in the Management Unit up to two hundred fifty dollars (\$250.00) every two (2) years (beginning in July, 1997) for the purchase of prescription frames and lenses and/or contact lenses for the employee and/or his/her eligible dependents.

ARTICLE 7. STATE DISABILITY INSURANCE (SDI)

The City agrees to make SDI available for those Management Unit employees who wish to participate and pay the premium.

ARTICLE 8. RETIREMENT SICK LEAVE BANK/LIFETIME MEDICAL INSURANCE

A. Management employees eligible for a CalPERS service retirement from the City of Redlands may elect to have all sick leave accrued at the time of retirement converted to cash value and apply said cash value to applicable premiums payable under the City's medical insurance program, until said cash value is exhausted.

B. A Management Unit employee who retires from the City of Redlands with a CalPERS service retirement after fifteen (15) years of service to the City of Redlands, in lieu of the sick leave bank, shall receive City paid medical insurance premiums for life, for the employee and eligible dependents under the City's current health insurance plan/s .

ARTICLE 9. DEFERRED COMPENSATION

In April of each year, the City of Redlands makes an annual contribution to deferred compensation on behalf of each Management Unit employee in the amount of \$1125 per year + 2% of salary.

ARTICLE 10. LONGEVITY PAY

A. Management Unit Employees with twenty (20) 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 21st year of service.

B. 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 (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 the F step.

ARTICLE 11. VEHICLE ALLOWANCES

The City agrees to continue to provide vehicle allowances to the following classifications as follows:

Chief of Water Resources	City vehicle provided
Community Development Director	\$100 per month
Finance Director	\$100 per month
Municipal Utilities Director	\$100 per month
Public Works Director	City vehicle provided

ARTICLE 12. HOLIDAYS

A. All Management Unit employees shall receive the following holidays, as 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 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)

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

ARTICLE 13. FLOATING HOLIDAYS

All Management Unit employees shall receive two (2) floating holidays annually.

Floating holidays accrued but not taken are paid off during January of the year following the year in which the holidays were accrued.

ARTICLE 14. SICK LEAVE

A. ACCRUAL

All Management Unit employees will receive eight (8) hours of sick leave per month.

B. SICK LEAVE BUY-BACK PROGRAM

All Management Unit employees may accumulate sick leave from calendar year to calendar year up 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 ninety-six (96) hours of sick leave on the books. In November of each year, employees may elect to be paid cash at his/her current hourly rate for each sick leave day accumulated during the preceding year in excess of six (6) sick leave days, less any sick leave hours used during that period.

C. SICK LEAVE CASH OUT

Effective with the full ratification of the agreement, the City agrees to expand sick leave benefits as follows:

1. Upon separation of service with the City, Management Unit 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%

2. Management Unit employees electing this option shall be responsible for any and all future medical insurance premiums.

ARTICLE 15. VACATION

Vacation shall accrue for all Management Unit employees on the following schedule:

1 - 5	years	80 hours
6 - 7	years	120 hours
8 - 9	years	128 hours
10 - 11	years	136 hours
12 - 13	years	144 hours
14 - 15	years	152 hours
16 - 20	years	160 hours
21	years	168 hours
22	years	176 hours
23	years	184 hours
24	years	192 hours
25	years	200 hours

ARTICLE 16. BEREAVEMENT LEAVE

In the event of the death in the immediate family, an eligible Management Unit 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.

ARTICLE 17. PERSONAL LEAVE

A Management Unit employee 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 18. EXECUTIVE LEAVE

Each Management Unit employee will receive one hundred (100) hours of Executive Leave annually. Executive leave must be used within the calendar year, or it will be removed from the books as of December 31st.

ARTICLE 19. RE-OPENERS FOR ENHANCING PERS RETIREMENT BENEFITS

- A. The City agrees to re-open negotiations with RAME in early 2003 regarding amendment of the PERS Contract for the purpose of extending an enhanced retirement benefit to members of RAME.
- B. The City agrees to re-open negotiations with RAME in early 2003 to discuss amending the PERS contract to provide for the option of conversion of unused sick leave to service credit.

ARTICLE 20. 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, 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.

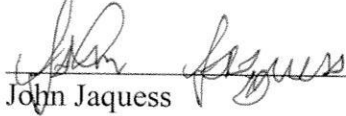
ARTICLE 21. SAVINGS CLAUSE

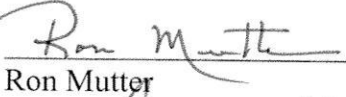
If any provision of this M.O.U., or the application of any provision, should be rendered invalid by court of legislative action, the remaining portions of this Agreement shall remain in full force and effect.

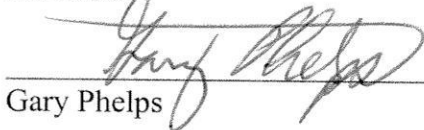
REDLANDS ASSOCIATION
OF MANAGEMENT EMPLOYEES

May 21, 2002

Date


John Jaquess


Ron Mutter


Gary Phelps

CITY OF REDLANDS

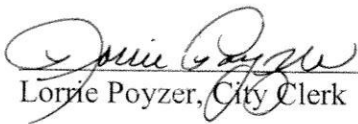
May 21, 2002

Date



Kasey Haws, Mayor

ATTEST:


Lorie Poyzer, City Clerk

adopting the National Pollutant Discharge Elimination System (NPDES) Permit for the next five-year period, the Regional Water Quality Control Board solicited and received comments and concerns from the 18 municipalities/agencies. Despite some of the important issues not being properly responded to, the Regional Board adopted a new permit on April 26, 2002. Because the issues were not addressed adequately, the San Bernardino County Flood Control District and the County of San Bernardino decided to file an appeal to the State Water Resources Control Board. It is the opinion of all 18 municipalities/agencies that they should join in the appeal process. Councilmember Harrison stated that we are questioning the reasonableness of the mandate. Mr. Mutter offered to place this on a future agenda to update the Council and have the City's NPDES Inspector present to answer questions. Councilmember Peppler moved to approve Resolution No. 6042, a resolution of the City Council of the City of Redlands approving joining the San Bernardino County and the San Bernardino County Flood Control District in filing an appeal for review to the State Water Resources Control Board of action by the California Regional Water Quality Control Board, Santa Ana Region, in adopting Order No. R8-2002-0012, NPDES Permit No. CAS618036. Motion seconded by Councilmember Haws and carried with Councilmember George voting NO.

Redlands Association of Management Employees - M.O.U. - On motion of Councilmember Gilbreath, seconded by Councilmember Peppler, Council unanimously approved the Memorandum of Understanding with the Redlands Association of Management Employees for the period July 1, 2002, through June 30, 2004, and authorized the Mayor and City Clerk to execute the agreement.

Agreement - Engineering Services for Proposed Wellfield and Reservoir - This item was withdrawn at staff's request.

Contract - CLETS - On motion of Councilmember Gilbreath, seconded by Councilmember Peppler, Council unanimously approved a contract between the City of Redlands and San Bernardino County Sheriff's Department for access to, and maintenance of, the California Law Enforcement Telecommunications System (CLETS) and authorized the Mayor and City Clerk to execute the agreement.

Agreement - Quilting Lessons at Senior Center and Community Center - On motion of Councilmember Gilbreath, seconded by Councilmember Peppler, Council unanimously approved an independent contractor agreement with Darlene Caro to conduct quilting lessons for the Recreation Bureau at the Senior Center and Community Center and authorized the Mayor and City Clerk to execute the agreement.