

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

REDLANDS ASSOCIATION OF SAFETY MANAGEMENT EMPLOYEES

JULY 1, 2005 – JUNE 30, 2010

Memorandum Of Understanding

between

City Of Redlands

and

Redlands Association of Safety 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, terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the Redlands Association of Safety Management Employees (hereinafter referred to "Association").

ARTICLE 3 - RECOGNITION

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

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%). In addition, the Chief of Police shall receive a two and

one-half percent (2.5%) adjustment to base salary, for a total salary adjustment of five and one-half percent (5.5%).

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

YEAR 5: By August 30, 2009, the City and Association shall conduct a classification compensation survey, using the 2004 RPOA survey cities, for the position of Police Lieutenant. The salary survey shall use the actual top step base salaries of the comparison agencies effective July 2009. Effective the first full pay period following July 1, 2009, Police Lieutenants shall receive a wage increase equal to the amount necessary to raise their wage to the labor market median as determined by the 2009 compensation survey, or to an amount that would maintain the minimum salary differentials specified below, whichever is greater.

Between Sergeant and Lieutenant	30%
Between Lieutenant and Captain	10%
Between Captain and Deputy Chief	10%
Between Deputy Chief and Chief	10%

The City shall maintain these minimum salary differentials at all times during the term of this contract.

ARTICLE 5 - RETIREMENT

The City of Redlands offers its Safety Management employees membership in the California Public Employees Retirement System (CalPERS), 3% @ 50 formula. The City pays both the employer contribution and the employee contribution of 9% of salary. The Police 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 formula. The employees' half-share shall be paid by the City and reimbursed by the employee through payroll deductions 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 share shall not exceed 5.87% 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 - INSURANCE

Medical Insurance

The City shall pay the entire premium for medical insurance, including vision and dental care, for Association members, spouses and all eligible dependents. Association members may choose either the health insurance program offered to the members of the RPOA or the health insurance offered to Management employees.

Reimbursement of Medical Insurance Co-Payments and Deductibles

Association members selecting the health insurance plan which is offered to the members of the RPOA are eligible for reimbursement of medical insurance co-payments and deductibles, payable in the same manner as it is paid to the members of the RPOA. Association members selecting the medical insurance offered to the Management employees are eligible for an insurance adjustment of \$150 per year to offset co-pays and deductibles, paid in the same manner as paid to Management employees.

Medical Insurance Stipend

The City shall offer 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 offer proof of alternative coverage.

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, spouses and all eligible dependents. Association members may select from dental plans that are offered to members of the RPOA.

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.

Vision Plan

The City shall pay the full monthly premium for a vision insurance plan, in lieu of a City reimbursement, as long as such insurance is offered to members of the RPOA.

Legal Defense Insurance

The City shall pay the premium for CPOA legal defense insurance for Association members.

Accrual Payment Upon Retirement

Upon service or disability retirement through PERS, Association members with less than 15 years of service with the City may elect one of the following options for the payment of unused sick leave:

- A. Convert all remaining sick leave accrued at the time of retirement to cash value at the current rate of pay, and apply said cash value to applicable premiums payable under the City's medical insurance program for the employee, spouses and eligible dependents until the cash value is exhausted;
- B. Calculate the value of all accrued sick leave at the current rate of pay and convert it into a cash payment;
- C. Convert all remaining sick leave accrued at the time of retirement to PERS service credit.

Upon service or disability retirement and completion of fifteen years of service with the City, Association members shall receive fully paid lifetime medical insurance, including dental, vision care and co-pay reimbursement, as described in Article 6 for the employee, spouse and eligible dependents. In addition, affected Association members shall also be compensated for unused sick leave through options B or C above.

ARTICLE 7 - DEFERRED COMPENSATION

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

ARTICLE 8 - POST CERTIFICATION PAY

Association members shall receive POST certificate pay in the amount of 7.5% of base salary for an Advanced POST certificate. Additionally, Association members shall also receive POST Supervisory or Management certificate pay in the amount of 10% of base salary. The maximum amount any Association member shall receive in certificate pay shall be 17.5% of base salary.

ARTICLE 9 - UNIFORM ALLOWANCE

Association members shall receive a uniform allowance in the amount of \$900 per year. .

ARTICLE 10 - LONGEVITY PAY

Association members with twenty (20) years of continuous service with the City of Redlands shall advance to Step "F" step on the current salary resolution.

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

ARTICLE 11 - PAGER PAY

Association members shall receive Pager Pay in the amount of \$100 per month in addition to their regular base pay. All members receiving this incentive are required to carry a pager at all times.

ARTICLE 12 - TUITION REIMBURSEMENT

The City agrees to pay 100% reimbursement for the actual costs of fees, including tuition and books, charged for the same or similar course at the University of California, Riverside. Eligibility determination shall be made by the Chief of Police. To be eligible for reimbursement under this Article, Association members must submit evidence of actual expenses incurred and satisfactory completion of course work with a grade of "C" or better if a letter grade is offered. If the course does not offer a letter grade, the member must provide proof of satisfactory completion.

ARTICLE 13 - 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.

Association members may opt to "bank" these holidays and be paid for them in January of the following year.

In addition to the recognized holidays listed above, Association members shall receive two (2) floating holidays per year. Floating holidays accrued but not taken shall be paid in January of the following year in which they were accrued.

ARTICLE 14 - SICK LEAVE

Association members shall receive eight (8) hours of sick leave per month.

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 member must have a minimum of 96 hours of sick leave accrued on the books. In November of each year, 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

ARTICLE 15 - 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 16 - VACATION

Vacation shall accrue for Association members according to 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

ARTICLE 17 - 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 18 - EXECUTIVE LEAVE

Association members shall receive one hundred (100) hours of executive leave annually. This type of leave must be used within the calendar year, or it will be removed from the books as of December 31st of each year.

ARTICLE 19 - COMPENSATORY TIME OFF AND OVERTIME

Association members 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.

Members who are 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 20 - WORKWEEK

Association members shall have a standard workweek consisting of four ten-hour days followed by three consecutive days off unless an alternate schedule is agreed upon by the member(s) and department head.

ARTICLE 21 - POLICE VEHICLE USAGE

Upon authorization by the Police Chief, Association members may utilize department vehicles for personal use.

ARTICLE 22 - NO STRIKE PROVISIONS

The Association agrees that it will 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 23 – 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.

ARTICLE 24 – ACCRUED VACATION TIME SELL BACK

Association members will a minimum of four hundred (400) hours of accumulated vacation time shall have the option of selling back accrued vacation time in excess of the 400 hours accumulation. Each year in the first week of March, members shall advise the City of their intent to sell back vacation accruals and of the amount of time they wish to sell back to the City. The City shall calculate payment at the member's current rate of pay at the time of issuance of the disbursement. Members have the option of a cash payment issued the third week of July, or a deposit into a qualified pre-tax savings or medical plan.

In the first week of August, 2005, members shall advise the City of the amount of accrued vacation time they wish to sell back and the City shall distribute these checks the third week of September. The City shall deposit the sell back amount on a pre-tax basis into a qualified 401(a), 457, or retirement health savings plan for those members electing a savings plan.

Upon separation from the City, members may elect one of the following options for the payment of unused vacation leave:

- A. A cash payment for the full amount at the date of separation;
- B. Deposit into a qualified pre-tax savings, defined distribution account or medical plan;
- C. Payment over a period of time, not to exceed five (5) years;
- D. A combination of options B and C.

ARTICLE 25 – ON DUTY DEATH BENEFITS

In the event an Association member dies while on duty, the City shall calculation compensation for the entire shift. The eligible dependents of the deceased member shall be entitled to benefits as follows: sick leave accruals, vacation accruals, medical benefits and any other applicable benefits. All benefits shall be calculated and compensated in accordance with the requirements of the current MOU and PERS contracts.

In the event the deceased member qualified for a service retirement (i.e. age 50 with a minimum of five years of service in PERS), the City shall calculate and compensate benefits in the same manner as an employee service retirement. If the death of the member is job related, benefits may be calculated and compensated in the same manner as a disability retirement.

ARTICLE 26 - 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 27 - 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 28 – EQUIVALENT BENEFITS

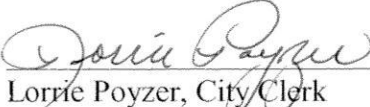
Association members shall enjoy all wages, benefits and working conditions currently contained in the Memorandum of Understanding between the City and the Redlands Police Officers Association. This shall include, but not be limited to: monetary compensation, longevity pay, educational pay, specialty pay, CPR pay and pager pay.

CITY OF REDLANDS


Susan Peppler, Mayor

6/21/05
Date

ATTEST:


Lorrie Poyzer, City Clerk

REDLANDS ASSOCIATION OF SAFETY MANAGEMENT EMPLOYEES


Cletus F. Hyman, President

6-16-05
Date

some of the costs covered by the City such as school crossing guards. Councilmember Gil moved to approve the contracts/proposals with Hamilton Pacific, L.P. for the purchase and installation of a closed circuit television/video 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 Peppler 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.