

Memorandum Of Understanding

between

City Of Redlands

and

Redlands Association of Safety Management Employees

September 1, 2000 – June 30, 2005

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 September 1, 2000 and shall expire on June 30, 2005.

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

ARTICLE 3 - RECOGNITION

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

ARTICLE 2 - SALARIES

1. POLICE AND FIRE WAGE INCREASES

a. POLICE - YEAR 1

- i. Effective the first full pay period following September 1, 2000, for the term of this agreement, the salary ranges for unit classifications will be set to the closest range that ensures that a minimum salary differential between unit classifications as follows:

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

- ii Effective the first full pay period following September 1, 2000, base salary shall be increased by 5% in exchange for reducing Advanced Certificate Pay from 12.5% of base salary to 7.5% of base salary. As a result of the conversion, there shall be no cost to the employee. This conversion shall not increase the length of time required to reach the top of the salary range.

b. FIRE - YEAR 1

Effective the first full pay period following September 1, 2000, implement the updated September 2000 compensation study, over three (3) years, to 7.5% less than the median of surveyed cities. Additionally, for the term of this agreement, the salary ranges for unit classifications will be set to the closest range that ensures that 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%

c. POLICE AND FIRE - YEAR 2

Effective the first full pay period following July 1, 2001, all Unit members shall receive a 2.5% (two and one-half percent) wage increase.'

d. POLICE AND FIRE - YEAR 3

Effective the first full pay period following July 1, 2002, all Unit members shall receive a 2.5% (two and one-half percent) wage increase.

e. POLICE AND FIRE - YEAR 4

Effective the first full pay period following July 1, 2003, all Unit members shall receive a 10% (ten percent) wage increase.

f. POLICE - YEAR 5

Effective the first full pay period following July 1, 2004, and for the remaining term of the agreement, after the Sergeant classification compensation study is completed and implemented, the salary ranges for unit classifications will be set to the closest range that ensures that a minimum salary differential between unit classifications as follows:

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

g. FIRE - YEAR 5

Effective the first full pay period following July 1, 2004, and for the remaining term of the agreement, after the Captain classification compensation study is completed and implemented, the salary ranges for unit classifications will be set to the closest range that ensures that 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%

2. POLICE AND FIRE WAGE INCREASE IMPLEMENTATION PLAN

- a. NEW SALARY RANGES To implement wage increases, employees shall be placed into their new range. The placement into the new range shall be at the closest step in the new range that ensures that the employee's salary is not reduced.
- b. DATE OF PLACEMENT These placements shall be retroactive to the first full pay period following the expiration date of the agreement (September 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.

ARTICLE 3 - RETIREMENT

The City of Redlands offers its Safety Management employees membership in the California Public Employees Retirement System (CalPERS), 2% @ 50 formula. The

City pays both the employer contribution and the employee contribution of 9% of salary. The Redlands Safety Management employees are eligible for the single highest year option with PERS.

1. POLICE - RETIREMENT – 3% @ 50

Effective on January 1, 2005, the City shall take all necessary action to amend its contract with PERS to implement the 3% @ 50 retirement formula set forth in Government Code Section 21362.2. 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 through a reduction in the City's Employer Paid Member Contribution (EPMC). The City and the Association agree, however, that the employees' half-share shall not exceed 5.87% and that any excess shall be paid by the City.

- i. EXAMPLE #1: Assume that the implementation of the 3% @ 50 formula causes the City's employer contribution in fiscal year 2004-2005 to increase from 7.5% to 12.9%. The City shall decrease its EPMC from 9% to 6.3% due to splitting the 5.4% increase of the employer's rate attributable to the 3% @ 50 formula.
- ii. EXAMPLE #2: Assuming that the implementation of the 3% @ 50 formula causes the City's employer contribution in fiscal year 2004-2005 to increase from 2% to 16%. The City shall decrease its EPMC from 9% to 3.13% due to the employees' half-share being capped at 5.87%.

2. FIRE RETIREMENT – 3% @ 50

Effective January 1, 2005, the City shall implement the enhanced retirement benefit of EITHER 3% @ 55 OR 3% @ 50, depending upon the settlement with the RPFA, however the employees shall be responsible for up to one half (1/2) of all costs associated with implementing and maintaining the enhanced benefit, to a maximum employee cost of 7.25%. Upon settlement with RPFA, the City will meet and discuss implementation of either plan with FIRE RASME.

ARTICLE 4 - HEALTH INSURANCE

Medical Insurance

The City pays the entire premium for medical insurance for the members of RASME and all eligible dependents under the PERS health insurance program. Police members of RASME may choose either the health insurance offered to the members of the RPOA or the health insurance offered to Management employees.

Reimbursement of Medical Insurance Co-Payments and Deductibles

If the Police members of RASME select the health insurance plan which is offered to the members of the RPOA, they 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. If the Police members of RASME select the medical insurance which is offered to the Management employees, they are eligible for the insurance adjustment to offset co-pays and deductibles, (currently \$150 per year), which is offered to the Management employees. Fire members of RASME will receive the annual \$150 Insurance Adjustment.

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 RASME members who can offer proof of alternative coverage.

Dental Insurance

The City pays the entire premium for dental insurance for the members of RASME and all eligible dependents. RASME members may choose between two dental plans; an indemnity plan which is self-funded and administered by Affordable Benefit Administrators (ABA), and Denticare. The Police members of RASME may also select the dental plan which is offered to the members of the RPOA.

Life Insurance

The City provides RASME employees 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 reimburse RASME Fire employees up to \$200.00 every two years (beginning in July, 1997) for the purchase of prescription frames and lenses and/or contact lenses. Police members of RASME receive a vision insurance plan (in lieu of the \$200 reimbursement) as long as it is offered to members of the RPOA.

Legal Defense Insurance

The City shall pay the premium for CPOA legal defense insurance for Police members of RASME.

Retirement Sick Leave Bank/Lifetime Medical Insurance

RASME employees taking a Cal/PERS 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.

When RASME employees retire from the City of Redlands with a Cal/PERS service retirement after fifteen (15) years of service to the City of Redlands, in lieu of the sick leave bank, they are eligible for lifetime medical insurance. This means that the City will pay the premium for medical insurance, for life, for the RASME employee and eligible dependents under the City's current health insurance program as described under "Medical Insurance".

ARTICLE 5 - DEFERRED COMPENSATION

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

ARTICLE 6 - POST CERTIFICATION PAY

The Police members of RASME shall receive POST certificate pay in the amount of 12.5% of base salary for an Advanced POST certificate. In addition, the Police Lieutenants shall receive POST Supervisory certificate pay in the amount of 9% of base salary. In addition to Advanced POST certificate pay, the Police Captain and the Deputy Police Chief shall receive POST Management certificate pay in the amount of 8.5%.

Effective with the full ratification of the agreement, Supervisory/Management certificate pay for Lieutenants shall be increased one percent (1%) and one and one-half percent (1.5%) for Captain, Deputy Chief and Chief classifications, resulting in the following (after conversion of five percent (5%) of POST certification pay to base salary as stated in Article 2, Wages) :

The Police members of RASME shall receive POST certificate pay in the amount of 7.5% of base salary for an Advanced POST certificate.

Additionally, Police members of RASME shall also receive POST Supervisory or Management certificate pay in the amount of 10% of base salary.

The maximum amount any member of Police RASME shall receive in certificate pay shall be 17.5% of base salary.

ARTICLE 7 - EDUCATIONAL INCENTIVE

Fire members of RASME are eligible for an educational incentive in the following amounts: 7.5% of base salary for an Associates degree and 10% of base salary for a Bachelors degree.

ARTICLE 8 - UNIFORM ALLOWANCE

The Police members of RASME shall receive a uniform allowance in the amount of \$900 per year. Fire members of RASME shall receive a uniform allowance in the amount of \$150 per year.

ARTICLE 9 - LONGEVITY PAY

Effective with the full ratification of the agreement, Police and Fire RASME employees who have 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 will 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 10 - SHIFT DIFFERENTIAL PAY FOR FIRE MEMBERS

The 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 (formerly entitled Standby Pay). This benefit does not apply to Battalion Chiefs who are assigned to the twenty-four (24) hour shift work schedule.

ARTICLE 11 - PAGER PAY

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

ARTICLE 12 - TUITION REIMBURSEMENT

For Police members of RASME, 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 Section, the employee 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 employee 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 Day shall be observed as a holiday when Christmas Day 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.

Police members of RASME and forty (40) hour per week Fire members of RASME may "bank" these holidays and be paid for them in January of the year following when they were accrued if they choose to do so.

ARTICLE 14 - FLOATING HOLIDAYS

RASME employees shall receive two (2) floating holidays (8 hours each) annually (Fire Battalion Chiefs assigned to twenty-four (24) hour schedule will receive two (2) twelve (12) hour floating holidays).

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

ARTICLE 15 - SICK LEAVE

Members of RASME shall receive eight (8) hours of sick leave per month.

Sick Leave Buy-Back Program

RASME 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, the RASME 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.

POLICE AND FIRE ADMINISTRATIVE PERSONNEL

<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

FIRE 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 16 - VACATION

Vacation shall accrue for Police and Fire Administration members of RASME 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 24-hour shift Fire members of RASME 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 + years of service	10 shifts

ARTICLE 17 - BEREAVEMENT LEAVE

In the event of the death in the immediate family, RASME 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 - PERSONAL LEAVE

A RASME 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 19 - EXECUTIVE LEAVE

Police members of RASME shall receive one hundred (100) hours of executive leave annually. Effective with the full ratification of this agreement, Fire members of RASME (with the exception of the shift B.C.'s who are ineligible for executive leave) 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 20 - COMPENSATORY TIME OFF AND OVERTIME

Police members of RASME, the Deputy Fire Chief, the Fire Chief and the Emergency Preparedness B.C. 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.

Effective with the full ratification of the agreement, for those Fire classifications eligible to receive Compensatory Time accrual, increase compensatory time accrual maximum to two hundred-forty (240) hours.

Members of RASME 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 21 - WORKWEEK

Police members of RASME shall have a normal workweek consisting of four ten-hour days followed by three consecutive days off unless a five (5) day forty-hour (40) week is scheduled by mutual consent of the employee and department head.

Fire members of RASME At the discretion of the Chief, a Fire RASME employee may be eligible to work a 4/10 schedule.

ARTICLE 22 - FIRE BATTALION CHIEF STAFFING

Effective with the full ratification of the agreement, the City agrees that a minimum of one (1) Battalion Chief shall be on staff per twenty-four (24) shift.

ARTICLE 23 - POLICE VEHICLE USEAGE

Effective with the full ratification of the agreement, upon approval by the Police Chief, Unit employee's use of department vehicles shall be authorized for personal use.

ARTICLE 24 - 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 25 - 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 26 - 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.

CITY OF REDLANDS

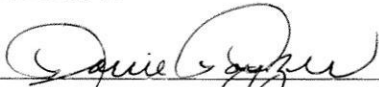


Pat Gilbreath, Mayor

December 19, 2000

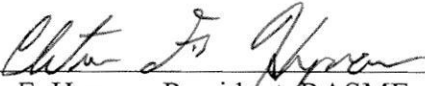
Date

ATTEST:



Lorrie Poyzer, City Clerk

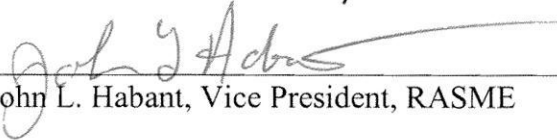
REDLANDS ASSOCIATION OF SAFETY MANAGEMENT EMPLOYEES



Cletus F. Hyman, President, RASME

12-13-00

Date



John L. Habant, Vice President, RASME

12-13-00

Date

SIDE LETTER

Between

City Of Redlands

and

Redlands Association Of Safety Management Employees

DROP PROGRAM

Should the DROP program become available, upon the request of RASME, the City agrees to meet regarding the possible implementation of the program.

the City of Redlands' Emergency Services Academy for the 2000-20001 school year.

Development Impact Fees - Annual Report - On motion of Councilmember George, seconded by Councilmember Haws, the City Council unanimously accepted the annual report of development impact fees for the year ended June 30, 2000, in accordance with California Government code Section 66006.

Contract Award - Great Neighborhoods Street Improvements - Bids were opened and publicly declared on November 30, 2000, by the City Clerk for the construction of the Great Neighborhoods Street Improvements Project which will complete curb, gutter, sidewalk, driveway and street tree installations and resurface Webster Avenue, Alta Street, and Sixth Street in the area bounded by Lugonia Avenue on the north, Tribune Street on the east, Brockton Avenue on the south, and Orange Street on the west; a bid opening report is on file in the Office of the City Clerk. It was the recommendation of the Public Works Department that the responsible bidder submitting the bid for said project which will result in the lowest cost for the City was Cunningham-Davis Corporation, Calimesa, in the amount of \$158,753.02, and it would be in the best interest of the City that this contract be awarded to said firm. On motion of Councilmember George, seconded by Councilmember Haws, this recommendation was unanimously approved and the Mayor and City Clerk were authorized to sign the contract on behalf of the City.

Multi-Species Habitat Conservation Plan - On motion of Councilmember George, seconded by Councilmember Haws, the City Council unanimously approved a memorandum of understanding by and between the U. S. Fish and Wildlife Service, the California Department of Fish and Game, the County of San Bernardino, 15 affected cities in southwestern San Bernardino County, and additional participating agencies, and to approve the first amendment to the Memorandum of Understanding regarding the San Bernardino Valley Multi-Species Habitat Conservation Plan, and authorized the Mayor and City Clerk to sign the document on behalf of the City.

Agreement - Community Senior Center - On motion of Councilmember George, seconded by Councilmember Haws, the City Council unanimously authorized an independent contractor agreement with Estella Santacruz for the purpose of conducting computer classes for seniors at the Community Senior Center and authorized the Mayor and City Clerk to sign the agreement on behalf of the City.

✓ MOU - RASME - On motion of Councilmember George, seconded by Councilmember Haws, the City Council unanimously ratified the new Memorandum of Understanding with the Redlands Association of Safety Management Employees and authorized the Mayor and City Clerk to sign the agreement on behalf of the City.