

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDLANDS

AND

THE REDLANDS PROFESSIONAL

FIREFIGHTERS ASSOCIATION

UNION LOCAL No. 1354, I.A.F.F.

JULY 1, 2012 – JUNE 30, 2015

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

The Redlands Professional Firefighters Association

Union Local No. 1354, I.A.F.F.

July 1, 2012 – June 30, 2015

TABLE OF CONTENTS

Article 1:	Term of Memorandum of Understanding	4
Article 2:	Preamble	4
Article 3:	Recognition	4
Article 4:	Management Rights	4
Article 5:	Discrimination	4
Article 6:	Grievance Procedure	4
Article 7:	Prevailing Benefits.....	7
Article 8:	Productivity.....	7
Article 9:	Promotions	7
Article 10:	Required Work Hours.....	7
Article 11:	Rules and Regulations	7
Article 12:	Safety Practices	7
Article 13:	Savings Clause	7
Article 14:	No Strike Provision.....	7
Article 15:	Equivalent Benefits.....	8
Article 16:	Lost Firefighter	8
Article 17:	Consolidation of Fire Services	8
Article 18:	Salaries	8
Article 19:	Overtime Compensation	8
Article 20:	Education Incentive Pay.....	8
Article 21:	Longevity Pay ("G Step").....	9
Article 22:	Additional Step ("F Step").....	9
Article 23:	Paramedic Pay	9
Article 24:	Call Back Pay	9
Article 25:	Paramedic Certification	9
Article 26:	Uniform Allowance	9

Article 27:	Bilingual Pay.....	9
Article 28:	Fire Engineer Differential	10
Article 29:	Deferred Compensation Contribution.....	10
Article 30:	Payroll Deduction of Dues.....	10
Article 31:	Medical Insurance	10
Article 32:	Dental Insurance	11
Article 33:	Life Insurance.....	11
Article 34:	Vision Care.....	11
Article 35:	Wellness Program	11
Article 36:	Disability Insurance	11
Article 37:	Driver's License Physical Examinations.....	11
Article 38:	Modified Duty Policy.....	11
Article 39:	Minimum Staffing Levels	11
Article 40:	Personal Exposure Reporting System	12
Article 41:	Union Activities	12
Article 42:	Retirement – Public Employees' Retirement System (PERS).....	13
Article 43:	Defined Contribution & Contribution Plans	14
Article 44:	Death on Duty	14
Article 45:	Vacation	14
Article 46:	Compensatory Time.....	15
Article 47:	Sick Leave.....	15
Article 48:	Holiday Schedule and Holiday Carryover Prohibition	16
Article 49:	Bereavement Leave	17
Article 50:	Leave of Absence Without Pay	17
Article 51:	Shift Exchange	17
Article 52:	Signatures	18

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 shall become effective July 1, 2012 and expire on June 30, 2015.

Article 2: Preamble

This Memorandum of Understanding (MOU) is entered into by and between the City of Redlands, hereinafter referred to as "City", and the Redlands Professional Firefighters Association, Local No. 1354, International Association of Firefighters, hereinafter referred to as "Union." It is the purpose of this MOU to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish wages, hours, and terms and conditions of employment, as agreed to, for the term of this MOU. The parties hereby agree that the terms of the MOU shall not become effective unless and until approved by appropriate action of the City Council of the City of Redlands.

Article 3: Recognition

The City recognizes the Union as the exclusive bargaining agent for all safety employees of the Fire Department (Firefighter, Fire Engineer, and Fire Captain), including Fire Marshal and Assistant Fire Marshal and excluding the Fire Chief, Deputy Fire Chiefs, Fire Battalion Chiefs.

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 or for other legitimate reasons; 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 on the effects that decisions on these matters may have on wages, hours and working conditions.

Article 5: Discrimination

The City agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Union and other terms and conditions of employment.

Article 6: Grievance Procedure

Section 6.01: GRIEVANCE DEFINED

A grievance is an alleged violation of this Memorandum of Understanding, the Personnel Rules or a written City policy.

Section 6.02: PROCEDURE

A. INFORMAL 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 Procedure (ten 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 provisions of the Memorandum of Understanding, City Policy or Personnel rules alleged to have been violated;
- e. Requested remedy;
- f. Name of the grievant's representative, if any; and
- g. Date and signature of 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 the 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 to his/her designee within ten (10) working 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/her 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/her decision and comments within ten (10) working days after receiving the formal 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 move the grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the City Manager, 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 the grievance.

4. FOURTH LEVEL – ADVISORY MEDIATION

If the grievance has not been resolved after completion of the fourth level above, either the Union 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, to the employee, or the Association. This step shall be inapplicable if a cost is to be incurred by any party or person.

5. FIFTH LEVEL – BINDING ARBITRATION

- a. If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in the foregoing sessions, the employee or his designated representative, if any, within ten (10) working days after the completion of the last step under the fourth level above, shall submit a written letter to the City Manager, stating the matter has not been resolved and the intention to invoke arbitration before a neutral third party. Such statement, along with a copy of the record of the grievance developed to that point, shall be transmitted to the City Manager along with the statement of intention for an arbitration hearing.
- b. The Association shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service no later than ten (10) working days after delivering the letter of intent to invoke arbitration. Upon receipt of the list of arbitrators, both the City and the Association shall have the opportunity to informally and mutually agree upon an arbitrator. Should neither side informally and mutually agree to an arbitrator, each side will begin the process of alternatively striking names that are unacceptable. Should no name be acceptable at the end of the striking process, within five (5) working days of the Association shall request a new list of seven (7) arbitrators from the State of California Mediation and Conciliation Service and upon receipt of such list, the striking process shall resume until such time that a mutually agree arbitrator has been selected by both parties. The cost of the arbitrator fees, including travel and transcription services shall be equally shared by both the Association and the City. Each party shall be responsible for their own costs for the arbitration, including subpoena and witness fees. The final decision of the arbitrator shall be final and binding upon both the Association and the City, however it is agreed and understood that the arbitrator does not have the authority to change any City rule, policy or resolution nor any provision of this agreement.

C. GENERAL PROVISIONS

1. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.
2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal and waiver of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal to the next level of review.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. If the last day of the specified time period falls on a weekend or a City Hall observed holiday, it shall be moved to the next working day that City Hall is open. Otherwise, the time specified may be extended only by mutual written consent.
4. Probationary employees may not grieve a rejection from probation.
5. Employees shall be assured freedom from reprisal for using the grievance procedure.
6. The Personnel Office shall act as a central repository for all grievance records.

7. Failure on the part of an employee or his/her representative to appear for any scheduled meeting without notification may constitute a withdrawal and waiver of the grievance.

Article 7: Prevailing Benefits

All terms and conditions of employment set forth in the MOU, including past practices defined as such by prevailing law and which clarify the meaning of a contract provision, will remain in full force and effect for the term of the agreement unless modified by mutual agreement of the parties. All other matters affecting terms and conditions of employment and which constitute actual past practices defined as such by prevailing law, shall be subject to change during the term of this MOU either by mutual agreement or by virtue of the meet and confer process and any applicable impasse resolution procedures being completed.

Article 8: Productivity

The City and the Union shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conservation of materials, supplies, equipment, the improvement in quality of workmanship and service to the public.

Article 9: Promotions

Employees promoted to positions above the classification of Firefighter shall be advanced in salary to a minimum of "D" step in that salary range. Upon satisfactory completion of six (6) months probation they shall be advanced to "E" step.

Article 10: Required Work Hours

The required hours per week for all Fire Department shift personnel shall be fifty six (56) hours per week.

Article 11: Rules and Regulations

Rules and regulations, effective July 5, 2006, shall be a formal part of this agreement. New rules, or changes in rules, shall be accomplished through the meet and confer process. This meet and confer process will be limited to changes in said rules and regulations.

Article 12: Safety Practices

The Union supports the City's safety program objectives and agrees to do its utmost to see that its members cooperate and improve safety practices.

Article 13: Savings Clause

If any provision of this MOU, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

Article 14: No Strike Provision

The Union 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 Employer places the Union 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 15: Equivalent Benefits

If during the term of this agreement, another Redlands safety unit negotiates an increase to compensation in the following areas: base salary, tuition reimbursement, education incentive or leave accrual, such terms shall become applicable to Local 1354 members who shall receive an equivalent increase in compensation, only if the change in compensation results in a net increase in total compensation (i.e. the value of City provided benefits) to any unit member in the other safety unit.

Article 16: Lost Firefighter

The City will inter at Hillside Cemetery, at no cost to the firefighter or his/her family, any active firefighter who dies in the line of duty, or dies from any diseases that is recognized by the State of California as being associated with the job of being a firefighter.

Article 17: Consolidation of Fire Services

Should the City consider consolidation of any City fire service that would impact Unit members, the City agrees to meet and discuss any such plans for changes in the fire service. Notwithstanding the commitment to meet and discuss any proposed changes in the fire service that would impact Unit members, the City agrees to meet and confer on any proposed changes in the fire service required by the Meyers-Milias-Brown Act.

Article 18: Salaries

- A. Effective July 1, 2012, there shall be elimination of the furlough-based hour salary deductions provided for in the EXTENSION AGREEMENT signed 01/12/10.
- B. Base salaries shall be as set forth in ATTACHMENT A (reflecting the base salaries existing on July 1, 2012, including for reference, the prospective implementation of the July 1, 2013 "F" Step.) There shall be no base salary increase during the term of the 2012-2015 MOU.

Article 19: Overtime Compensation

- A. Overtime compensation shall be calculated and paid as follows:
- B. Overtime pay shall be earned at time and one-half for all hours worked over an FLSA 7 day period/fifty-three (53) hours per week for shift personnel.
- C. Overtime pay shall be earned at time and one-half for all hours worked over forty (40) hours per week for non-shift personnel.
- D. Computation of overtime shall exclude time paid for holidays, vacation, sick leave, military leave, administrative leave, workers' compensation, and compensatory time off.
- E. Compensation for overtime shall be paid the payday following the FLSA 7 day work period in which the overtime is earned.

Article 20: Education Incentive Pay

Employees may qualify for a seven and one-half percent (7.5%) increase in base salary upon submitting satisfactory proof of the completion of the following educational requirements:

- A. An Associate of Arts or an Associate of Science degree with eighteen (18) fire science units approved by the Fire Chief; or
- B. Fifteen (15) years of sworn fire service and eighteen (18) fire science units as approved

- by the Fire Chief; or
- C. State Fire Officer Certification or equivalent certification authorized by the State Board of Fire Services and sixteen (16) fire science units approved by the Fire Chief; or
 - D. State Fire Prevention Officer's Certification or equivalent certification authorized by the State Board of Fire Services and sixteen (16) fire science units approved by the Fire Chief.
 - E. Employees may qualify for a ten percent (10%) increase in base salary upon submitting satisfactory proof of the completion of the following educational requirements:
 - F. Bachelor of Arts or Bachelor of Science degree with eighteen (18) fire science units approved by the Fire Chief.

Article 21: Longevity Pay ("G Step")

Employees in the unit with twenty (20) years of continuous service with the City of Redlands shall be compensated with an additional five-percent (5%) increase in base salary following the completion of their 20th year.

Article 22: Additional Step ("F Step")

Effective July 1, 2013, and contingent upon concurrent implementation of the herein specified (Article 43) employees paying the 9% of compensation as and for the member normal contribution to CalPERS, the City shall insert into the applicable salary table/ranges an additional step representing a 3% increase from the previous step ("E Step"). Unit members shall be eligible to receive the additional increase at their next annual evaluation/merit increase date and in accord with all existing conditions precedent to receipt of a step increase.

Article 23: Paramedic Pay

The Fire Chief may designate up to eighteen (18) employees (6 per shift) to receive a paramedic compensation allowance, which shall be equal to fifteen percent (15%) of Step F of the Firefighter Range. Paramedic Incentive Pay shall be included as Firefighter base salary when a Firefighter is assigned as a Paramedic.

Article 24: Call Back Pay

All employees in the unit who are called back to work from their off duty period shall be compensated with three (3) hours minimum at one and one half (1 and 1/2) times the basic rate of pay. This compensation shall be over and above the actual time worked.

Article 25: Paramedic Certification

Paramedic recertification hours shall be considered as overtime and calculated and paid as set forth in the overtime compensation agreement.

Article 26: Uniform Allowance

Each employee in the unit shall receive a uniform allowance of five hundred dollars (\$500.00) per year. In addition, the City shall provide each employee in the unit with five (5) shirts upon hire and every two (2) years thereafter. Uniforms damaged in the line of duty shall be replaced as determined by the Fire Chief.

Article 27: Bilingual Pay

Employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program and

upon approval by the Department Head and City Manager. Authorized employees shall receive additional compensation in the amount of Sixty Five Dollars (\$65) per month.

Article 28: Fire Engineer Differential

During the term of this agreement, the City agrees to maintain a two and one-half percent (2½%) differential between the classification of Fire Engineer and a Firefighter receiving Paramedic Pay.

Article 29: Deferred Compensation Contribution

The City shall make an annual contribution to deferred compensation on behalf of each member in the amount of twenty-five dollars (\$25.00).

Article 30: Payroll Deduction of Dues

The City agrees to deduct each pay period, dues and assessments in an amount certified to be current by the Secretary/Treasurer of the Union from the pay of each member of the unit. The total amount of deductions shall be remitted each pay period by the City to the Secretary/Treasurer of the Union.

Article 31: Medical Insurance

As to employees hired prior to City Council adoption of the 2012-2015 MOU, the provisions of A, B, and C shall be effective commencing January 1, 2013:

- A. The City shall contribute up to the 2013 family rate of the PERS Choice plan for "Other Southern California Region" for medical insurance premiums for employees in the unit and their eligible dependents under the Public Employees Retirement System (PERS) according to their dependent election.
- B. The City and the employee shall each fund future premium increases at the employee and each dependent level in a 50/50 proportion.
- C. Unit employees opting out of City medical coverage shall receive \$350 per month upon written proof of additional coverage.
- D. Only as to employees hired on and after City Council adoption of the 2012-2015 MOU, the City shall contribute to employee and eligible dependents the following:
- E. The City will contribute a maximum monthly health insurance contribution of three hundred and ninety-seven dollars (\$397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. Additionally, the City will contribute on a monthly basis an additional amount for active employees to purchase/contribute toward medical insurance premiums according to their dependent election as follows:

COVERAGE LEVEL	BASE CONTRIBUTION	ADDITIONAL AMOUNT	TOTAL CITY CONTRIBUTION
EE Only	\$397	\$3	\$400
EE + 1 Dependent	\$397	\$203	\$600
EE + Family	\$397	\$403	\$800

- F. Any amount of the health allotment not utilized by the employee to purchase medical insurance will be placed in an individual Health Retirement Account ("HRA").
- G. **RETIREE HEALTH** - Applicable only to unit members hired prior to City Council adoption of the 2012-2015 MOU, upon service or disability retirement under the PERS retirement

plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of twenty (20) years of services with the City of Redlands, shall be provided with lifetime health insurance. This health insurance shall be at no cost to the retired employee and shall cover the employee and eligible dependents. The plan shall be equal to that provided from time to time to fulltime employees. Lifetime health insurance includes medical, dental, vision care as provided in the unit MOU. Unit members hired on and/or after City Council adoption of the 2012-2015 MOU, shall be ineligible to receive this post-retirement benefit.

Article 32: Dental Insurance

The City shall contribute the entire monthly premium for employees and eligible dependents under the Principal Financial or equivalent dental plan.

Article 33: Life Insurance

The City shall contribute the entire monthly premium for a life insurance policy in the amount of twenty five thousand dollars (\$25,000) for all employees in the unit.

Article 34: Vision Care

The City agrees to reimburse each employee in the unit up to Two Hundred Twenty Five Dollars (\$225) every fiscal year for vision care. This shall include the purchase of frames, lenses or contact lenses and the cost of eye examinations for the employee and eligible dependents.

Article 35: Wellness Program

The City and Union agree to develop a committee to discuss and potentially implement a mutually agreed upon wellness program.

Article 36: Disability Insurance

The City agrees to provide State Disability Insurance (SDI) to all members of the unit.

Article 37: Driver's License Physical Examinations

The City shall pay for the required physical examinations of employees required by their job classifications to maintain Class A or Class B driver's licenses. Time spent participating in the required physical examination will be considered as time worked.

Article 38: Modified Duty Policy

The Union agrees that the City's modified duty policy also applies to members of this unit, with the stipulation that all modified duty will occur within either the Police or Fire Departments. The City agrees to enter into discussions concerning modified duty for personnel injured while off duty on a case by case basis.

Article 39: Minimum Staffing Levels

The City shall maintain a minimum staffing level, utilizing members of Local 1354, each engine/ladder company will be staffed by three (3) suppression personnel for each engine and/or ladder company and two (2) firefighters for paramedic squad vehicles. All engines and the ladder company shall have one (1) captain, one (1) engineer, and one (1) firefighter as part of their staffing. Any advanced life support (paramedic) unit shall have a minimum of one (1) paramedic.

The minimum daily staffing levels shall not drop below seventeen (17) personnel excluding the Battalion Chief.

Article 40: *Personal Exposure Reporting System*

The City shall continue to contribute the entire cost of the Personal Exposure Reporting Recording System developed by the California Professional Firefighters Association and Administered by the California Firefighter Foundation. The Association shall provide the City with the Personal Exposure Reporting Recording System annual report.

Article 41: *Union Activities*

Section 41.01: *MEET AND CONFER*

- A. Local 1354 may appoint members of its union to serve on a bargaining team for the purpose of meeting and conferring with City officials, however bargaining team members must be identified prior to bargaining commencing. Release time for bargaining shall be with the approval of the Fire Chief. Should the department be unable to provide release time, another bargaining session shall be scheduled at a mutually agreeable time between the Union and City.
- B. Firefighters serving on the bargaining team during their scheduled working hours shall earn their regular rate of pay during any workday hours that bargaining occurs. Firefighters not on duty shall not earn pay, including overtime, for meeting and conferring.

Section 41.02: *GRIEVANCE HANDLING*

- A. Local 1354 may appoint members of its union to act as employee representatives for the purpose of investigating grievances and attending grievance meetings. Release time for grievance handling shall be with the approval of the Fire Chief. Should the department be unable to provide release time, another time shall be scheduled that is mutually agreeable between the Union and City.
- B. Firefighters acting as employee representatives for the purpose of grievance handling during their scheduled working hours shall earn their regular rate of pay during any work day hours that grievance handling occurs. Firefighters not on duty shall not earn pay, including overtime, for grievance handling.

Section 41.03: *OFFICIAL UNION BUSINESS*

- A. Each year Local 1354 members may contribute vacation leave hours to create a total bank of two hundred-forty (240) hours that members may utilize for Official Union Business Leave, such as attending training or conventions. Official Union Business Leave must be pre-approved by the Fire Chief and the City Manager.
- B. The City agrees to provide release time for one Union representative for up to three consecutive shifts for the attendance of I.A.F.F. and/or C.P.F. legislative conferences, I.A.F.F. and/or C.P.F. general conferences and educational seminars.

Section 41.04: *NOTIFICATION OF UNION OFFICIALS*

A current list of members making up the Board of Directors, including their term of office, shall be submitted to the Personnel Office and Fire Chief as changes in Board membership occur.

Section 41.05: *UNION MEETINGS*

The Union shall be allowed the use of City facilities to hold union meetings. Represented employees who are on duty shall be allowed to attend said meetings with approval of the duty Chief.

Article 42: *Retirement – Public Employees’ Retirement System (PERS)*

- A. Concurrent with City Council adoption of the 2012-2015 MOU, unit members hired prior to City Council adoption of the 2012-2015 MOU, shall pay 4.5% of “compensation” as defined in the Government Code, representing 50% of the required 9% member’s normal contribution to CalPERS. These contributions shall, at the time of termination, belong to the employee. (See Section E, below.)
- B. Effective July 1, 2013, unit members hired prior to City Council adoption of the 2012-2015 MOU shall pay an additional 4.5% of “compensation” as defined in the Government Code, equaling the full 9% of member employee contributions to CalPERS. These contributions shall, at the time of termination, belong to the employee. (See Section E, below.)
- C. All unit members hired on or after City Council adoption of the 2012-2015 MOU, but prior to January 1, 2013, shall pay the 100% of “compensation” as defined in the Government Code, as and for the required member normal contribution to CalPERS. These contributions shall, at the time of termination, belong to the employee.
- D. Only as to unit members hired prior to January 1, 2013, the City shall provide the following provisions in its contract with the PERS retirement system:
 - 1. 3% @ 50 Retirement Formula
 - 2. Survivor Continuance
 - 3. Highest Single Year
- E. AB 340:
 - 1. AB 340 (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of the 2012-15 MOU, as described below. Any provision in the 2012-15 MOU which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2012-15 MOU or any MOU, Agreement, Rule or Regulation predating the 2012-15 MOU.
 - 2. Unit employees newly employed by the City on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said newly hired employee is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)
 - 3. Unit members employed by the City prior to both January 1, 2013 and the date of City Council adoption of the 2012-15 MOU, shall individually pay the Government Code section 20678 CALPERS Local Safety Member Contribution as follows:
 - a. Concurrent with City Council adoption of the 2012-15 MOU, 4.5% of “compensation” as defined in the Government Code;
 - b. July 1, 2013, 9% of “compensation” as defined in the Government Code;
 - c. As regards the funding described in (a) and (b) directly above, the City shall report to CALPERS as compensation, only the percent of the Member contribution funded by the City. Thus, the reporting shall be in the amount of 4.5% concurrent with City Council adoption of the 2012-15 MOU and 0% effective July 1, 2013 and after.
 - d. Unit members who are new City employees on and after January 1, 2013, shall

be enrolled in the AB 340 provided for SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code section 7522.25(e), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

- F. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis.

Article 43: Defined Contribution & Contribution Plans

- A. 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 State and Federal law.
- B. For Association members electing to have the accrued buy back amounts placed into qualified plan(s), the City shall make the deposit into the appropriate account on a pre-tax basis.

Article 44: Death on Duty

- A. 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:
- B. 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.
- C. 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 45: Vacation

- A. The vacation accrual for employees in the unit shall be as follows:
- 24 Hour Shift Personnel

YEARS OF SERVICE	SHIFTS
1 – 5	5
6 – 7	6
8 – 9	7
10 – 13	8
14 – 15	9
16 – 20	10.5
20 +	11

- 8 Hour Shift Personnel

YEARS OF SERVICE	HOURS
1 – 5	80
6 – 7	120
8 – 9	128
10 – 11	136

<i>YEARS OF SERVICE</i>	<i>HOURS</i>
12 – 13	144
14 – 15	152
16 – 20	160
21	168
22	176
23	184
24	192
25 +	200

- C. A maximum of two (2) years accrual can remain on the books from year to year. Employees shall be paid for unused vacation at the time of separation.
- D. There shall be a limit of eight (8) personnel off for vacation per shift as follows:
 - 1. Two (2) captains,
 - 2. Two (2) engineers,
 - 3. Three (3) paramedics, and
 - 4. One (1) firefighter.

Article 46: *Compensatory Time*

- A. The City shall provide each employee in the unit with the option of receiving overtime compensation in the form of compensatory time off (CTO) or cash payment. Employees shall be authorized to accumulate no more than two hundred-forty (240) hours of CTO during any calendar year. Should there be an excess of two hundred-forty (240) hours at the end of the calendar year, all hours over two hundred-forty (240) hours shall be paid out in cash. All accumulated CTO shall be utilized within twelve (12) months of the time it is earned.
- B. Employees shall be authorized to utilize the accumulated CTO for any purpose. The City agrees that it is at the discretion of the employee to use compensatory time off in lieu of vacation or holiday time.

Article 47: *Sick Leave*

Section 47.01: *ACCRUAL*

Paid sick leave shall accrue at 5.6 hours per pay period and taken in twenty-four (24) hour shifts. Employees who work a forty (40) hour week will accrue sick leave at 3.7 hours per pay period.

Section 47.02: *BUY-BACK*

- A. 24 Hour Shift Personnel
 - 1. Unit employees with more than seven hundred (700) hours of sick leave accrual may buy back up to three (3) shifts of sick leave accrual each year, based on the following schedule:
 - e. No sick leave used during applicable period – buy back three (3) shifts.
 - f. One (1) shift of sick leave used during applicable period – buy back two (2) shifts.
 - g. Two (2) sick leave shifts used during applicable period – buy back one (1) shift.
 - h. Three (3) or more shifts of sick leave used during applicable period – no buy back entitlement.
 - 2. Unit employees with more than one thousand one hundred (1100) hours of sick

leave accrual may buy back up to six (6) shifts of sick leave accrual each year, based on the following schedule:

- i. No sick leave used during applicable period – buy back six (6) shifts.
 - j. One (1) shift of sick leave used during applicable period – buy back five (5) shifts.
 - k. Two (2) sick leave shifts used during applicable period – buy back four (4) shifts.
 - l. Three (3) sick leave shifts used during applicable period – buy back three (3) shifts.
 - m. Four (4) sick leave shifts used during applicable period – buy back two (2) shifts.
 - n. Five (5) sick leave shifts used during applicable period – buy back one (1) shift.
 - o. Six (6) sick leave shifts used during applicable period – no buy back entitlement.
3. Payment shall be made in November of each calendar year for the preceding year.
- B. 40 Hour Week Personnel
1. At the end of each calendar year, each employee in the unit may elect to be paid cash at their prevailing hourly rate for each sick leave day accumulated during the preceding calendar year, in excess of six (6) sick leave days, or to accumulate all sick leave days from calendar year to calendar year to an unlimited amount. A total of one (1) year's accumulation must be on the books prior to any compensation being paid.

Section 47.03: *ACCRUAL PAYMENT UPON RETIREMENT*

- A. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees with less than twenty (20) years service with the City may elect one (1) of the following options for payment of unused sick leave:
1. 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 employee and 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 towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy.
 2. At the time of service retirement, disability retirement, or at the death of an active employee, accrued sick leave may be cashed out at the prevailing hourly rate at three-percent (3%) for each year of service to a maximum of 100%.
 3. At the time of retirement or disability retirement extend service credit equal to one hundred percent (100%) of accrued sick leave on the books.
- B. Affected employees also have the option of being compensated for unused sick leave on the books at the time of retirement by either option 2 or 3 above.

Article 48: *Holiday Schedule and Holiday Carryover Prohibition*

- A. Twenty-four (24) hour shift personnel in the unit shall be compensated with twelve (12) 12-hour holidays per year and two (2) 12-hour floating holidays per year. Effective January 1, 1997, compensation shall be based on 5.54 hours per fourteen (14) day pay period. Floating holidays not used by December 31st of each year will be paid off the following January.
- B. Within the first week of December, represented shift personnel shall have the option of submitting to the Finance Department a declaration of intent to convert their 168 hours of holiday pay to one hundred twelve (112) hours of compensatory time off for the

ensuing calendar year.

- C. Non-shift personnel shall receive the same holidays granted to other employees as established by Council Resolution.
- D. Non-shift personnel shall not be allowed to carry over holidays from one calendar year to another. Floating holidays not taken by December 31 shall be paid off in January of the following year.

Article 49: Bereavement Leave

In the case of death in the immediate family, shift personnel will be compensated with twenty-four (24) hours paid leave and hourly employees will be compensated with two (2) days paid leave. Immediate family shall be defined as the following relatives to either the employee or spouse of the employee: spouse, child (including a foster child or ward of the court), parent, grandparent, brother and sister.

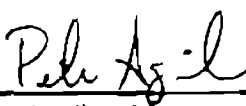

Article 50: Leave of Absence Without Pay

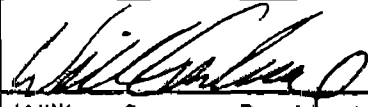

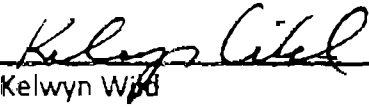
If an employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year; sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay.

Article 51: Shift Exchange

Employees shall have the right to exchange shifts on an “unlimited freedom of trade” basis as long as the trade does not interfere with the normal operation of the Fire Department. The Fire Chief shall approve such procedure.

Article 52: Signatures

CITY OF REDLANDS	
	10/16/12
Pete Aguilar, Mayor	Date
Attest:	
	10/16/12
Sam Irwin, City Clerk	Date

REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL NO. 1354 I.A.F.F.	
	10/11/12
William Conway, President	Date
	10/16/12
Dempsy Chappell	Date
	10/16/12
Kelwyn Wild	Date
Richard A. Thomas,	Date
Union Representative	