

MEMORANDUM OF UNDERSTANDING

Between

The City of Redlands

And

The Redlands Police Officers Association

July 1, 2005 to June 30, 2010

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDLANDS

AND

THE REDLANDS POLICE OFFICERS ASSOCIATION

July 1, 2005 to June 30, 2010

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

ARTICLE 2 - PREAMBLE

It is the intent and purpose of this M.O.U. to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the Redlands Police Officers Association (hereinafter referred to as "Association").

ARTICLE 3 - RECOGNITION

The Redlands Police Officers Association, Inc. (hereinafter referred to as "Association") is the recognized employee organization for all sworn personnel (hereinafter referred to as "affected employees") employed in the Police Department except for those employees occupying the classification of Lieutenant, Captain, Deputy Chief and Chief of Police.

ARTICLE 4 - SALARIES

- Effective retroactive to the first full pay period after July 1, 2005, the City shall implement an across the board base salary increase of 3%.
- Effective the first full pay period after July 1, 2006, the City shall implement an across the board base salary increase of 3%.

- Effective the first full pay period after July 1, 2007, the City shall implement an across the board base salary increase of 3%.
- Effective the first full pay period after July 1, 2008, the City shall implement an across the board base salary increase of 2%.
- Effective retroactive to the first full pay period after July 1, 2009, the City shall implement an across the board base salary increase of whatever amount is necessary to cause the base salaries of each classification to be at the mean or median, whichever is higher, of the surveyed jurisdictions, pursuant to the terms of the compensation study, below. In the event a classification is already at or above the mean or median, whichever is higher, there shall be no reduction in base pay.

2009 Compensation Study

The City and the Association will conduct and complete a salary survey by August 31, 2009, utilizing the following surveyed jurisdictions:

Ontario
 San Bernardino
 Corona
 Pomona
 Fontana
 Palm Springs
 Chino
 Rialto
 Upland
 Montclair
 Colton
 Hemet
 San Bernardino County
 Riverside County

The salary survey shall use the actual top step base salaries of the above comparison agencies, in effect as of the payroll period in which July 1, 2009 falls, provided, however, that there will be no readjustment of affected employees' base salaries as a result of any surveyed jurisdictions that ratify contracts after August 31, 2009.

The purpose of updating the salary survey will be to determine the wage increase in Year 5 (five) of this agreement.

ARTICLE 5 - RETIREMENT

The City of Redlands offers its Redlands Police Officers Association 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. Employees in the unit are eligible for the single highest year option with PERS.

The City and the Association shall divide the added cost resulting from the change in the City's employer contribution rate attributable to the 3% @ 50 formula. The employees' 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' share shall be 5.87%.

Effective the pay period in which July 1, 2006 falls, the employees' contribution shall be reduced to 3.91%.

Effective the pay period in which July 1, 2007 falls, the employees' contribution shall be reduced to 1.95%.

Effective the pay period in which July 1, 2008 falls, the employees' contribution shall be eliminated.

ARTICLE 6 - UNIFORM ALLOWANCE

Upon completion of six (6) months of employment within a Police Department classification, employees in the unit will be provided with a uniform allowance in the amount of twelve hundred dollars (\$1200) per year.

The uniform allowance shall be paid as follows: fifty percent (50%) paid the first week in January of each year and fifty percent (50%) paid the first week in July of each year.

ARTICLE 7 - POST CERTIFICATION PAY

Effective June 17, 2000, members of the unit shall be eligible for an increase in base salary when a POST certificate is earned under the following schedule:

INTERMEDIATE CERTIFICATE	9% of base salary
ADVANCE CERTIFICATE	17.5% of base salary

(The above percentages shall not be compounded upon each other).

ARTICLE 8 - OVERTIME COMPENSATION

The City shall pay each employee premium overtime compensation (time and one-half the employee's regular hourly rate, as that term is used in the Fair Labor Standards Act) for all hours worked in excess of forty (40) in a seven (7) day period or in excess of an employee's regularly scheduled hours. All paid leaves, including, but not limited to, vacation leave, compensatory time off, holiday leave, sick leave and industrial injury (IOD) leave shall be counted as hours worked towards reaching the forty (40) hour threshold.

ARTICLE 9 - FINAL YEAR COMPENSATION

Effective July 20, 2004, the City shall commence paying and reporting the value of the Employer Paid Member Contribution (EPMC) as special compensation. This benefit shall apply to all employees represented by the Redlands Police Officers Association. The EPMC shall be reported on a pre-tax basis; employees acknowledge they shall be responsible for any and all deferred taxes at the time these retirement funds are accessed.

ARTICLE 10 - REIMBURSEMENT OF EDUCATIONAL EXPENSES

The City agrees to pay one hundred percent (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 11 - PAGER PAY

All employees represented by this unit who are required to carry a pager/mobile phone for the benefit of the City shall receive one hundred dollars (\$100) per month in addition to their regular base salary. The department head shall determine which members shall be required to carry pagers/mobile phones. All employees receiving this incentive shall be required to carry the pager/mobile phone at all times.

ARTICLE 12 – BILINGUAL PAY

Employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program, 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 13 - COURT PAY/CALL BACK PAY

A. Affected employees who are called to duty or who actually appear pursuant to a lawfully issued subpoena to testify during their off-duty hours shall be compensated for all hours actually worked plus three (3) hours, at time and one-half (1 ½) their regular rate of pay.

B. An employee whose work schedule is changed with less than seventy-two (72) hours advance notice, except in the event of a bonafide emergency situation, (i.e., earthquake, flood or natural disaster) shall be paid for all hours worked, plus three hours at time and one half the employee's regular rate of pay, for each such shift.

C. An employee who is scheduled for duty, physically in the building prior to his or her shift, and who is called to work early shall not be deemed to have been called to duty and shall not be eligible for the three (3) hours compensation at time and one-half the employee's regular rate of pay. In lieu thereof, that employee shall be entitled to overtime compensation at time and one-half the employee's regular rate of pay for all hours worked prior to the commencement of his or her regularly scheduled shift.

D. Employees who so elect may, in lieu of receiving compensation for court pay/call back pay, apply those hours for which they would be compensated to the 5 "additional" hours per pay period associated with the 3/12 work schedule.

ARTICLE 14 - LONGEVITY PAY

The City agrees that employees in this unit 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 21st year of service.

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 15 - CRIME SCENE TECHNICIAN PAY

Employees in the unit assigned to Crime Scene Technician duty shall be compensated with an additional one and one-half (1½) hours of pay per pay period at time and one-

half (1½). Eligibility for crime Scene Technician pay will be determined by the Police Chief or his/her designee.

ARTICLE 16 - FIELD TRAINING OFFICER PAY

When an employee in the unit is assigned to be a Field Training Officer (FTO), during the time that a trainee is assigned to the FTO, he/she shall be eligible to receive FTO pay in the amount of two and one-half (2.5) hours per pay period at straight time.

ARTICLE 17 – HEALTH INSURANCE

The City will contribute the entire monthly premium for employees and their eligible dependents under the Health Net Insurance plan. The City agrees to reimburse members for all deductibles and co-payments, including prescriptions, for members and eligible dependents.

The City shall not pay for PERS medical insurance benefits unless or until the Association negotiates PERS medical insurance coverage in lieu of another health care provider.

ARTICLE 18 – DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for each employee in the unit and all eligible dependents.

ARTICLE 19 - MEDICAL INSURANCE STIPEND

The City agrees to provide a stipend in the amount of one hundred fifty dollars (\$150) per month for those employees who can submit proof of alternative medical insurance coverage and opt for the stipend in lieu of the medical insurance benefit.

ARTICLE 20 - VISION INSURANCE

The City agrees to contribute the entire monthly premium for members of this unit and their eligible dependents for a vision insurance plan with Medical Eye Services.

ARTICLE 21 - LIFE INSURANCE

The City agrees to continue to provide life insurance coverage in the amount of twenty-five thousand dollars (\$25,000) per employee. Employees in the unit at their option and expense will be allowed to purchase additional increments of life insurance at the City's lower group rate.

ARTICLE 22 - VACATION

The vacation accrual for members of the unit shall be as follows:

<u>Years of Service</u>	<u>Hours</u>
1 - 5	80
6 - 7	120
8 - 9	128
10 - 11	136
12 - 13	144
14 - 15	152
16 - 17	160
18 - 19	168
20 +	176

Employees who have more than 300 hours of accrued, unused vacation leave shall have the option of being paid in cash for all hours in excess of 300, or rolling the pre-tax cash value of accrued vacation in excess of 300 hours leave into a qualified 401a, 457 or retirement health savings plan. An employee who elects to convert accrued vacation leave into a qualified 401a, 457 or retirement health savings plan must notify the City of his or her intent to do so at least 30 days prior to receiving the cash or its equivalent. Upon separation from City service, an employee shall have the option of being paid in cash for their accrued, unused vacation leave in monthly installments over a period of not more than sixty (60) months.

ARTICLE 23 – ACCRUED VACATION TIME SELL BACK

Association members with a minimum of three hundred (300) hours of accumulated vacation time may sell back accrued vacation time in excess of the 300 hours accumulation.

Each calendar year, members shall establish with a qualified pre-tax plan carrier member participation eligibility and the specific dollar amount of accrued time to be sold back and deposited into pre-tax 401a savings plan.

If a member elects to sell back accrued time in excess of the amount required to be deposited into the 401a pre-tax savings plan, they shall advise the City of their intent to do so and of the amount of time they wish to sell back to the City at least thirty (30) days prior to receiving the disbursement. The City shall calculate payment at the member's current rate of pay at the time of issuance of the disbursement.

Members electing to sell back accrued time in excess of the amount required to be deposited into the 401a pre-tax savings plan may elect one of the following options for disbursement:

- A. A cash payment;
- B. Deposit into a 457 (deferred compensation) account;
- C. Contribute to a retirement health savings plan or other authorized pre-tax savings plan; or
- D. A combination of options A, B and C.

The total amount deposited into pre-tax savings plans shall not exceed the maximum amount as allowed by law

In 2005, disbursements to pre-tax savings plans shall be made no latter than 30 days after an agreement is made with a qualified carrier.

Upon separation from the City, once members have made their required contribution to the pre-tax 401a savings plan, they 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 plan, defined distribution account or retirement health savings plan;
- C. Payment over a period of time, not to exceed five (5) years;
- D. A combination of options A, B and C.

ARTICLE 24 - SICK LEAVE

- A. ACCRUAL – Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.
- B. BUY-BACK – In November of each calendar year, each affected employee may elect to be paid cash at his or her regular hourly rate for each sick leave day accumulated, according to the following table:

<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

A total of one (1) year's accumulation must be on the books prior to any compensation being paid.

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance service credit for the purpose of sick leave buyback to new employees at time of hire.

- C. PAYMENT AT RETIREMENT – Employees with fifteen (15) years of continuous service with the City who retire under the PERS retirement plan have the option of lifetime medical insurance under the Association's medical insurance program, for employee and eligible dependents or cash in unused sick leave at two percent (2%) for each year's service at the prevailing hourly rate.

At retirement, employees with less than fifteen (15) years service with the City have the option of cashing in unused sick leave at the prevailing hourly rate for future medical for employee and eligible dependents until said funds are exhausted or cash in unused sick leave, at the prevailing hourly rate, at two percent (2%) for each year of service with the City. 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.

ARTICLE 25 - HOLIDAYS

The holidays which will be honored for employees in the unit will be those listed in Resolution number 4831, signed on 12-17-91. These include:

- New Year's Day (January 1)
- Martin Luther King 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)
- Two (2) Floating Holidays

Effective December 1991, Christmas Eve Day shall be observed as a holiday when Christmas Day falls on Tuesday, Wednesday, Thursday, or Friday.

Employees in the unit shall not be allowed to carry holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year shall be paid off during January of the year following the year in which the holidays were accrued.

Holiday pay shall be compensated at eight (8) hours per holiday. Those employees working more than eight (8) hours per day (flexible work schedule) have the option of being compensated for the remaining hour/hours with accrued compensatory time, accrued floating holiday hours or accrued vacation.

ARTICLE 26 - BEREAVEMENT LEAVE

Employees who suffer a death in their immediate family shall receive four (4) days paid bereavement leave per incident. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse: spouse, child, parent, grandparent, brother and sister.

ARTICLE 27 - MILITARY LEAVE

The City and the Association agree to adhere to all provisions of Federal and State regulations pertaining to military leave.

ARTICLE 28 - COMPENSATORY TIME OFF

Effective July 1, 1980, the City shall provide each employee in the unit with the option, at the discretion of the employee, of receiving overtime compensation in the form of compensatory time off (CTO) or cash. Affected employees shall be authorized to accumulate no more than three hundred twenty (320) hours of CTO during any calendar year. If at any time during a calendar year, an affected employee has already accumulated three hundred twenty (320) hours of compensatory time, then overtime payments shall be made in cash.

Consistent with both the reasonable requirements of police administration and the provision of this paragraph, affected employees shall be authorized to utilize the accumulated CTO for any purpose.

Employees shall be granted the use of compensatory time off when the request to do so is provided to the Department in a reasonable amount of time. Requests for use of compensatory time off may only be denied when the request would unduly disrupt the operation of the Department.

The City agrees that it shall be at the discretion of the member of the unit to use compensatory time off in lieu of vacation or holiday time.

ARTICLE 29 - LEAVE OF ABSENCE WITHOUT PAY

If an employee in the unit takes more than seven (7) accumulated days of leave without pay in a calendar year, commencing at the beginning of the eighth (8th) 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 status.

ARTICLE 30 - FAMILY LEAVE

The City will grant family leave in accordance with the Moore-Brown-Roberti Family Rights Act of 1993 and the Federal Medical and Family Leave Act.

ARTICLE 31 - WORKWEEK

All employees assigned to one of the Patrol Teams shall work a 3/12 work week consisting of three (3) consecutive work days of 12.5 (twelve and one-half) consecutive work hours, followed by four (4) consecutive days off each week (except instances of shift rotation).

Each employee shall also work an additional 10 (ten) hour day in each 28 (twenty-eight) day period.

The scheduling of the 10 (ten) hour day shall be at the department's discretion, but every effort will be made to schedule these hours on day/days that is/are contiguous with the Officer's scheduled workweek. Department necessity will be the standard for scheduling of these hours.

All employees assigned to a unit other than one of the regular Patrol Teams shall work a 4/10 consisting of four (4) consecutive workdays of ten (10) consecutive hours followed by three (3) consecutive days off each week or Patrols 3/12 schedule at the discretion of the Chief.

ARTICLE 32 - POLICE DUTY – OTHER THAN MUNICIPAL DUTY

Effective January 1, 1977, an employee in the unit who performs services for an individual or organization other than the City of Redlands for which the City of Redlands has the right to bill for such services shall be paid at the rate of one and one-half times (1½) the then existing hourly rate of the affected performing the service.

ARTICLE 33 - CORPORAL RANK

The parties hereby agree that the rank of Police Corporal shall be assigned the same base wage range as that assigned to the rank of Detective .

ARTICLE 34 - LATERAL HIRE INCENTIVE POLICY

In an attempt to attract competitive, experienced candidates with previous law enforcement experience, the Police Chief, with approval by the City Manager, may advance the following to new employees at time of hire:

- a. Sick Leave: An immediate sick leave accrual balance, not to exceed a maximum of 96 hours;
- b. Vacation: An immediate vacation accrual balance not to exceed the equivalent of the new employee's annual accrual rate for vacation earned at the time of separation of employment with his or her former agency;
- c. Accelerated Vacation Accrual: Accelerating the vacation accrual rate of the new employee by providing him or her credit for service with his or her former agency for purposes of vacation accrual only, not to exceed the maximum of the number of years of service with the former agency(s).

ARTICLE 35 - 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 36 - 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 37 - 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 38 – WAIVER OF BARGAINING


During the term of this MOU, each party unqualifiedly waives its right to compel the other party to meet and confer with respect to wages, hours and other terms and conditions of employment.

ARTICLE 39 - DEATH OF EMPLOYEE

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

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

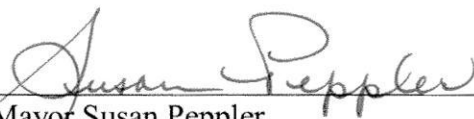
In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.



Chris Catren
President RPOA

9/14/05

Date

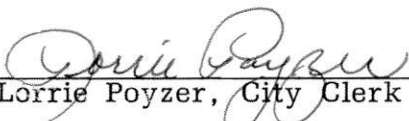


Mayor Susan Pepler

Sept. 20, 2005

Date

Attest:



Lorrie Poyzer, City Clerk

Independent Contractor Agreement - Lucy Guss - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved an independent contractor agreement with Lucy Guss for ballroom dance lessons.

MOU - Redlands Police Officers Association - On motion of Councilmember Gilbreath, seconded by Councilmember Gil, the City Council unanimously approved the Memorandum of Understanding with the Redlands Police Officers Association.

COMMUNICATIONS

Tennis and Swim Facility - Public Works Director Mutter reported that at their meeting of August 11, 2005, the Parks Commission recommended to the City Council to locate and acquire a 10- to 15-acre site on the north side of Redlands for a public tennis and swimming facility. Representing the Redlands Racquet Club, Michelle Proctor and Debbie Klink made a brief presentation explaining their vision for a public tennis and swimming facility. Kyle Larick encouraged Councilmembers to refrain from chopping up the Sports Park citing the needs for more soccer fields. Public Works Director Mutter reported the Parks Commission and Recreation Commission are holding joint meetings open to the public on the second Thursday of each month; both commissions are aware of the huge needs of the citizens and are starting a planning process to meet these needs. Councilmember Peppler moved to direct staff to research the idea on expanding existing facilities and to work with the Redlands Unified School District and the Redlands Racquet Club to make their tennis courts available to the public. Motion seconded by Councilmember Gil and carried unanimously.

Open Space Assessment District - Councilmember George reported that a recent polling, authorized by the City Council and paid for by the Redlands Conservancy, indicated a lack of the 66-2/3 percent support required for a general tax increase for the creation of the Emerald Necklace. However, the polling clearly indicated far more than 50 percent of those surveyed supported the concept of paying approximately \$50.00 per year to preserve and/or create the necklace. Therefore, there is a good probability that the more than 50 percent approval required to create a benefit assessment district for parks and open space could be achieved. The Redlands Conservancy is willing to pay the costs incurred in such an election. Councilmember Harrison engaged in a lengthy discussion with Councilmember George regarding the other needs of the City including a Justice Center, Civic Center, road repairs, and increasing the paramedic tax and urged asking the people what they wanted by conducting a survey to set priorities. Councilmember George was astounded that the City Council might not take advantage of the financial offer from the Redlands Conservancy. By consensus, the City Council authorized staff to solicit the