

**EXTENSION AGREEMENT
TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF REDLANDS AND REDLANDS POLICE OFFICERS ASSOCIATION**

DECEMBER 27, 2009 – JUNE 30, 2012

The City of Redlands, hereby referred to as "City", and the Redlands Police Officers Association, hereby referred to as "Association", execute this Letter of Agreement on the 19th day of January, 2010 regarding the extension of the existing Memorandum of Understanding by and between the City and Association which is in effect until June 30, 2010. The City and Association agree, except as modified herein, that all terms of the Memorandum of Understanding shall be extended from June 30, 2010 to June 30, 2012.

1. Article 1 - Term:

The provisions of Article 1 are amended to read as follows:

The term of this Letter of Agreement shall be from December 27, 2009 through June 30, 2012.

2. Article 4 – Salaries

The provisions of Article 4 are amended as follows:

- Effective December 27, 2009 all unit members shall have deducted from their salary the equivalent of sixty-five (65) furlough hours, spread over each pay period at the rate of 5.0 hours per pay period, over 13 pay periods. The furlough hours shall be taken pursuant to the "Side Letter To Current Memorandum of Understanding Between the City of Redlands and the Redlands Police Officers Association (RPOA) Furlough Program for Fiscal Year 2008-2009"¹ ("Side Letter").
- Effective July 1, 2009 through June 30, 2010, any unit member promoted within the unit shall have his/her new promotional salary postponed until the end of FY 09/10. At the end of six (6) months or FY 09/10, whichever comes first, the employee shall be placed at his/her new promotional salary range and step (there shall be no retroactivity with respect to salary). The employee's salary anniversary date for purposes of future step increases shall be his/her original promotion date.
- During the term of this MOU there shall be no across-the-board salary increases.
- During fiscal year 2010/2011 all employees shall provide the equivalent of eighty (80) hours of furlough time. During the period of March 1, 2010 to April 30, 2010 the parties shall meet and confer on the "value" of the eighty (80) hours and the manner in which the eighty (80) hours will be provided (for instance the Association may agree, at its option, to forfeit all, or a portion of, the floating holiday time set forth in Article 25).

Paragraph 2, Option 3(c) of the Side Letter is amended to read:

"If not used within twenty-four (24) months of the expiration of this extended MOU, the balance of hours will be forfeited."

Absent mutual agreement by the parties on the manner in which the equivalent of eighty (80) hours by each employee will be provided, the parties will "default" to eighty (80) hours of furlough time.

- During fiscal year 2011/2012 all employees shall provide the equivalent of eighty (80) hours of furlough time. During the period of March 1, 2011 to April 30, 2011 the parties shall meet and confer on the "value" of the eighty (80) hours and the manner in which the eighty (80) hours will be provided (for instance the Association may agree, at its option to forfeit all or a portion of the floating holiday time set forth in Article 25). Absent mutual agreement by the parties on the manner in which the equivalent of eighty (80) hours by each employee will be provided, the parties will "default" to eighty (80) hours of furlough time.
- During fiscal year 2012/2013 either the Association or the City may extend the MOU for the fiscal year. The decision to extend the MOU must be made no later than April 1, 2012. Once an option to extend is exercised it may not be revoked at a later date. The failure by either party to extend the MOU will result in the MOU expiring June 30, 2012. In the event the MOU is extended all employees shall provide the equivalent of eighty (80) hours of furlough time. During the period of April 1, 2012 to April 30, 2012 the parties shall meet and confer on the "value" of the eighty (80) hours and the manner in which the eighty (80) hours will be provided (for instance the Association may agree, at its option, to forfeit all, or a portion of, the floating holiday time set forth in Article 25). Absent mutual agreement by the parties on the manner in which the equivalent of eighty (80) hours by each employee will be provided, the parties will "default" to eighty (80) hours of furlough time.
- During fiscal year 2013/2014 the Association may extend the MOU for the fiscal year. The decision to extend the MOU must be made no later than April 1, 2013. Once an option to extend is exercised it may not be revoked at a later date. The failure to extend the MOU will result in the MOU expiring June 30, 2013. In the event the MOU is extended all employees shall provide the equivalent of eighty (80) hours of furlough time. During the period of April 1, 2013 to April 30, 2013 the parties shall meet and confer on the "value" of the eighty (80) hours and the manner in which the eighty (80) hours will be provided (for instance the Association may agree, at its option to forfeit all or a portion of the floating holiday time set forth in Article 25). Absent mutual agreement by the parties on the manner in which the equivalent of eighty (80) hours by each employee will be provided, the parties will "default" to eighty (80) hours of furlough time.
- The furlough hours taken in fiscal year 2010/2011, 2011/2012, optional year 2012/2013, and optional year 2013/2014 shall be taken pursuant to the "Side Letter To Current Memorandum of Understanding Between the City of Redlands and the Redlands Police Officers Association (RPOA) Furlough Program for Fiscal Year 2008-2009."

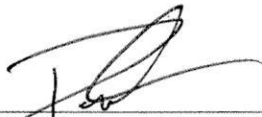
3. Article 17 - Health Insurance

- The Association and the City will meet and confer on replacing the current Health Net insurance plan with a comparable plan. The parties agree to "shop" the insurance plan with higher deductibles and/or co-pays.

- The City will contribute the monthly premium for employers and their eligible dependents under the successor insurance plan. The City agrees to reimburse members for all deductibles and co-payments, including prescriptions, for members and eligible dependents.

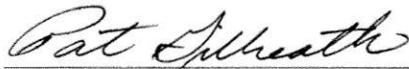
Any dispute regarding interpretation or application of the Letter of Agreement shall be resolved through the grievance procedure set forth in Memorandum of Understanding.

This letter of agreement shall become effective upon ratification by members of the Association and the City Council. The Association acknowledges that the next City Council meeting is scheduled for January 19, 2010.



DERIK OHLSON, PRESIDENT
REDLANDS POLICE OFFICERS ASSOCIATION

1-12-10
DATE:



PAT GILBREATH, MAYOR
CITY OF REDLANDS

ATTEST:



CITY CLERK

CLOSED SESSION

The City Council meeting recessed at 5:43 P.M. to a closed session to discuss the following:

1. Conference with labor negotiator - Government Code § 54957.6
Agency Negotiator: Steve Filarsky
Employee Organizations: Redlands Association of Management Employees; Redlands Association of Mid-Management Employees; General Employees Association of Redlands (SBPEA); Redlands Civilian Safety Employees Association (SBPEA); Redlands Police Officers Association; Redlands Professional Firefighters Association; Redlands Association of Safety Management Employees; and Redlands Association of Fire Management Employees
2. Conference with legal counsel: Existing Litigation - Government Code §54956.9(a) – Two cases
 - a. City of Redlands v. Shell Chemical Company, et al., San Bernardino Superior Court Case No. SCVSS 120627
 - b. The Redlands Association v. City of Redlands, et al., San Bernardino Superior Court Case No. CIVDS 901208
3. Conference with legal counsel: Anticipated Litigation - Government Code §54956.9(b) – Two cases
 - a. Facts and circumstances: Workers' Compensation Claim of Clint Ketcherside
 - b. Facts and circumstances: Workers' Compensation Claim of Charles Kraft

SUBSEQUENT NEW BUSINESS

Extension of Memoranda of Understanding - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to approve the Side Letters to the Memoranda of Understanding between the City of Redlands and the Association of Fire Management Employees, Redlands Police Officers Association, and the Redlands Professional Firefighters Association regarding the Furlough Program and authorize the Mayor to execute the Side Letters.

City Council Pay Reduction - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to voluntarily donate one paycheck during the 2009-2010 fiscal year to city budget reduction efforts with the donation to be made with the second paycheck in March.

ADJOURNMENT

There being no further action required, the City Council meeting adjourned at 6:53PM. The City Council will meet at their next regularly scheduled meeting on February 2, 2010.

REQUEST FOR COUNCIL ACTION

SUBJECT: APPROVAL OF EXTENSION AGREEMENTS TO THE EXISTING MEMORANDA OF UNDERSTANDING (MOU) BETWEEN THE REDLANDS ASSOCIATION OF FIRE MANAGEMENT EMPLOYEES (RAFME), REDLANDS POLICE OFFICERS ASSOCIATION (RPOA), AND THE REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION (RPFA), AND THE CITY OF REDLANDS

MOTIONS: I move to approve the Side Letters to the Memoranda of Understanding (MOU) between the City of Redlands and the Association of Fire Management Employees (RAFME), Redlands Police Officers Association (RPOA), and the Redlands Professional Firefighters Association (RPFA) regarding the Furlough Program, and authorize the Mayor to execute the Side Letters.

DISCUSSION:

The City and three employee units have met to negotiate successor agreements to their current MOUs. The parties reached agreement to extend the terms of the current Memoranda of Understanding. These extension agreements have been ratified by the membership of the applicable units. Memoranda of Understanding or Extension Agreements have been prepared and are attached for the City Council's consideration. The conditions stipulated in the extensions agreement include:

ARTICLE	UNIT	DESCRIPTION
TERM	RAFME	December 22, 2009 to June 30, 2012
	RPOA	December 27, 2009 to June 30, 2012
	RPFA	December 27, 2009 to June 30, 2012
SALARY	RAFME	Furloughs or equivalent savings of 90 hours per employee for all years during the term of the agreement.
	RPOA	Furloughs or equivalent savings of 65 hours per employee for FY 09/10 and 80 hours per employee, per year for each subsequent year during the term of the agreement.
	RPFA	Furloughs or equivalent savings of 90 hours per employee for all years during the term of the agreement.
OTHER	RPOA	Agree to explore medical benefit carriers/plans

No across the board salary increases for the term of the agreements will occur.

These agreements show continued support of the City's financial situation and the employees' contribution thereto.

FISCAL IMPACT:

The fiscal impact of the changes will be a savings to the General Fund of approximately \$1,677,580 through June 30, 2012. However, exact savings for future personnel costs will be determined on a yearly basis.

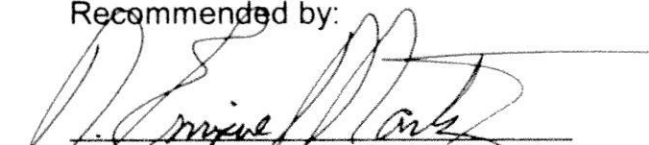
Prepared by:


DEBBIE SCOTT-LEISTRA
Human Resources Director

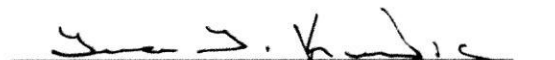
Reviewed by:


DANIEL J. MCHUGH
City Attorney

Recommended by:


N. ENRIQUE MARTINEZ
City Manager

Reviewed by:


TINA T. KUNDIG
Finance Director/City Treasurer