

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

***Redlands Association
of
Fire Management Employees***

JULY 1, 2023 – JUNE 30, 2026

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AND
Redlands Association of Fire Management Employees

July 1, 2023 - June 30, 2026

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Article 1: TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City of Redlands ("City") and the Redlands Association of Fire Management Employees ("Association") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2: PREAMBLE

It is the intent and purpose of this MOU 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 and the Association.

Article 3: RECOGNITION

The Association is the recognized employee organization for the personnel employed in the Fire Department occupying the classifications of Fire Battalion Chief and Deputy Fire Chief.

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: SALARIES

All Unit members will receive the following salary increases:

- A. Effective July 24, 2023: All members will receive a base salary increase of 7%
- B. Effective the first pay period following July 1, 2024: All members will receive a base salary increase of 2%
- C. Effective the first pay period following July 1, 2025: All members will receive a base salary increase of 2%

Unit members shall not receive any increase to base salary or other compensation during the term of this MOU, other than those increases and compensation expressly set forth in this MOU. Further, all Unit members are responsible for the employee contribution to Social Security and Medicare.

The salary ranges for unit classifications shall be set to the closest range that ensures 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%

Article 6: RETIREMENT

- A. Only as to unit members hired by the City in any role prior to January 1, 2013 ("Classic Members"), the City shall individually provide the following provisions in its contract with the PERS retirement system:

1. 3% @ 50 Retirement Formula
2. Survivor Continuance
3. Highest Single Year
4. All classic unit members, including those employed by the City prior January 1, 2013, shall individually pay the Government Code section 20678 CALPERS Local Safety Member Contribution as follows: 9% of “compensation” as defined in the Government Code.

B. The Public Employees’ Pension Reform Act (PEPRA) and application to PEPRA defined “New Members”.

Unit members who are “new members” as defined by the PEPRA (California Government Code section 7522.04(f)), shall be required to pay a PERS member contribution in an amount equal to 50% of the normal cost rate for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code section 7522.30.

Those new members shall be enrolled in the 2.7% at 57 benefit plan, as provided for in Government Code section 7522.25(f), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on “pensionable compensation” (Section 7522.10) rather than compensation earnable (Section 20636).

C. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis. The City shall report to CalPERS as compensation only the percent, if any, of the member contribution funded by the City.

Article 7: MEDICAL INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars (\$397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City’s cafeteria plan that is equal to the difference between the City’s minimum contribution and the following amounts:

COVERAGE LEVEL	UPON APPROVAL AND ADOPTION OF AGREEMENT		
		JANUARY 1, 2024	JANUARY 1, 2025
EE Only	\$750	\$775	\$800
EE + 1 Dependent	\$1,500	\$1,550	\$1,600
EE + Family	\$1,950	\$2,025	\$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.

C. The city agrees to provide a stipend of \$350.00 on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. RETIREE HEALTH

1. For all unit members who qualify as an “annuitant” under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars (\$397) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.
2. For unit members hired prior to October 16, 2012, 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 fifteen (15) years of services with the City of Redlands and who qualify as annuitants under PEMHCA, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of medical, dental and vision insurance premiums for the employee, spouse and eligible dependents (“lifetime health insurance”) under the Association’s current medical insurance program existing at the time of retirement. Lifetime 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 October 16, 2012, shall be ineligible to receive this post-retirement benefit.

3. Unit members hired after October 16, 2012 who achieve fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a “medical bridge” program for themselves upon retirement from the City until they become Medicare-eligible. Under the “Medical Bridge,” the City will contribute the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health, vision and dental insurance plan as provided by the City to its then existing unit members through the CalPERS medical plan until the annuitant reaches the age of Medicare eligibility at which time the benefit will cease and annuitants will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the annuitant and will not be paid for by the City.

Article 8: VISION CARE

The City agrees to contribute the entire monthly premium for Association employees and their eligible dependents for a vision insurance plan with Medical Eye Services, or its equivalent.

Article 9: DENTAL INSURANCE

The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for Association employees and all eligible dependents.

Article 10: LIFE INSURANCE

The City provides Association employees with \$25,000 of life insurance. Employees may also purchase additional increments of life insurance at the City’s group rate.

Article 11: DEFERRED COMPENSATION

Each April, the City of Redlands shall make an annual contribution to deferred compensation on behalf of each Association employee in the amount of \$1125 per year + 3% of gross annual salary.

Article 12: EDUCATIONAL INCENTIVE

Unit members in the classification of Battalion Chief will qualify for a 10% increase in base salary upon submitting satisfactory proof of completion of a Bachelor’s degree (i.e., official transcripts). Existing unit members as of the adoption of the 2023-2026 Memorandum of Understanding are eligible for a 7.5% increase in base salary upon submitting satisfactory proof of completing of an Associate’s degree (i.e., official transcripts). Unit members in the classification of Deputy Fire Chief will qualify for a 10% increase in base salary upon submitting satisfactory proof of completion of a Master’s degree (i.e., official transcripts).

Article 13: CERTIFICATION PAY

Unit members in the classification of Battalion Chief with a minimum of 1 year as a Chief Officer with the City of Redlands and certified as a Chief Officer by the Office of the State Fire Marshall shall be compensated 3% of the employee’s base monthly salary upon submitting satisfactory proof of the Chief Officer Certification.

Article 14: UNIFORM ALLOWANCE

Association employees shall receive a uniform allowance in the amount of \$1700 per year.

Article 15: INCIDENT ACCOMMODATIONS

Unit members assigned to emergency incidents for extended periods shall be reimbursed for hotel/motel accommodations or other comparable facilities for sleeping and freshening up. With approval of the Fire Chief, the unit member may be reimbursed for up to 1 day prior to the incident to 1 day after the incident assignment. Unit members must comply with requirements related to expense and travel reimbursement as outlined in the City’s Personnel Rule and Regulations.

Article 16: LONGEVITY PAY

Employees in the unit with 19 years of continuous service with the City of Redlands shall advance to Step 7 on the salary schedule. In the event that a unit member is not at Step 6 when he/she is eligible for Step 7, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 7.

Employees in the unit with 14 years of continuous service with the City of Redlands shall advance to Step 6 on the salary schedule. In the event that a unit member is not at Step 5 when he/she is eligible for Step 6, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 6.

Article 17: SHIFT DIFFERENTIAL PAY FOR FIRE MEMBERS

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

Article 18: HOLIDAYS

A. 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
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran’s Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th

- B. In lieu of the above, Shift Battalion Chiefs shall be compensated with fourteen 12-hour holidays per year. This compensation shall be based on 6.46 hours per 14-day pay period.
- C. Association employees shall also receive two (2) floating holidays annually. Fire Battalion Chiefs assigned to a twenty-four (24) hour schedule shall receive two (2) twelve (12) hour floating holidays. Floating holidays accrued but not used shall be paid in January of the following year.

- D. Holidays shall be paid at a rate of pay applicable to the shift to which the employee is regularly assigned and shall include supplemental pay (shift differential, education incentive) which may apply to the specific Association employee. The City will report to CalPERS the Holiday Cash Out amounts. This amount is derived from an employee's left over Holiday Cash Out amount and paid at regular rate, which includes base pay rate and shift differential and educational incentive. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

Article 19: SICK LEAVE

ACCRUAL

Association employees who work a forty (40) hour week shall accrue sick leave at a rate of 3.7 hours per pay period. Shift employees shall accrue sick leave at a rate of 5.6 hours per pay period; sick leave shall be taken in twenty-four (24) hour shifts.

SICK LEAVE BUY-BACK PROGRAM

Association employees 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, Association employees may elect to be paid cash at their current hourly rate for any hours earned in the following year in accordance with the schedule below, less any sick leave hours used during that period. The payment will occur in November of the following year. The election is irrevocable and may not be changed after the election is made.

MAXIMUM BUY-BACK HOURS PER YEAR	
40 hour personnel	96
Shift Personnel	144

ACCRUAL PAYMENT UPON RETIREMENT

- A. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an Association employee prior to retirement, members with less than fifteen (15) years' of service with the City may elect one 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 deposit in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical insurance program for the Association member and eligible dependents. In the event that the member 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 PEHP.
 2. At the time of service retirement, disability retirement, separation, or at the death of an active Association employee, one hundred percent (100%) of accrued sick leave may be cashed out at the prevailing hourly rate.
 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. In addition, affected Association employees also have the option of being compensated for unused sick leave on the books at the time of retirement by either option A2 or A3 above.

Article 20: DEFINED CONTRIBUTION & CONTRIBUTION PLANS

- A. The City shall make available to Association employees a qualified 401a, 401 Defined Contribution, Defined Distribution plan(s) and a Retirement Health Savings Plan, as allowed by law. All programs shall be structured in accordance with the latest IRS rulings.
- B. Upon retirement, Association employees shall deposit the cash value of their leave accruals into the 401(a) program up to the maximum allowed by law.
- C. Association employees who meet the following requirements the first day after the last pay period in October:

1. 24 hours of available floating holiday for shift personnel or 20 hours of floating holiday for 40 hour personnel; and
2. Have a 401(a) account in place with the City
 Shall contribute to the 401(a) program leave accruals in the order listed below up to the IRS maximum allowed. Deposits will be made on a pre-tax basis.
 All sick leave hours in excess of 1350 hours;
 All comp time in excess of 24 hours;
 All vacation hours in excess of 400 hours.

Conversion and deposit of available time shall occur during the last pay period in November.

Article 21: VACATION

A. Vacation shall accrue for Association employees based on the following schedule:

YEARS OF SERVICE	HOURS
1 - 5 (0-59 Mos)	80
6 - 7 (60-83 Mos)	120
8 - 9 (84-107 Mos)	128
10-11 (108-131 Mos)	136
12-13 (132-155 Mos)	144
14-15 (156-179 Mos)	152
16-20 (180-239 Mos)	160
21 (240-251 Mos)	168
22 (252-263 Mos)	176
23 (264-275 Mos)	184
24 (276-287 Mos)	192
25 (288+ Mos)	200

B. Vacation shall accrue for Association members on the 24-hour shift based on the following schedule:

YEARS OF SERVICE	SHIFTS
1 – 5 (0-59 Mos)	5
6 – 7 (60-83 Mos)	6
8 – 9 (84-107 Mos)	7
10-13 (108-155 mos)	8
14-15(156-179 Mos)	9
16-19(180-239 Mos)	10
20 + (240+ Mos)	11

Article 22: BEREAVEMENT LEAVE

In the event of the death in the immediate family, Association employees 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 23: PERSONAL LEAVE

Association employees 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 24: EXECUTIVE LEAVE

Association employees (with the exception of the shift B.C.'s) shall receive one hundred and twenty (120) hours of executive leave annually. Shift B.C.'s shall receive twenty-four (24) hours of executive leave annually. This leave must be used within the calendar year, or it will be removed from the books as of December 31st of each year.

Article 25: COMPENSATORY TIME OFF AND OVERTIME

- A. Forty (40) hour Chiefs 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) hours in one week, only when assigned to and actually working as suppression shift personnel. Fire classifications eligible to receive Compensatory Time shall have a maximum accrual of two hundred-forty (240) hours.
- B. Association employees 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.
- C. Computation of overtime for eligible Association employees shall exclude time paid for holidays, vacation, sick leave, military leave, administrative leave, workers' compensation, and compensatory time off.
- D. Compensation for overtime for eligible employees shall be paid the payday following the seven (7) day work period in which the overtime is earned.

Article 26: WORKWEEK

Association members may be eligible to work a 4/10 schedule. This schedule shall be approved by the Fire Chief.

Article 27: FIRE BATTALION CHIEF STAFFING

The City agrees that a minimum of one (1) Battalion Chief shall be on staff per twenty-four (24) shift.

Article 28: NO STRIKE PROVISIONS

The Association agrees that it shall 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 29: PREVAILING BENEFITS

All terms and conditions of employment set forth in this 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 this MOU 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 30: SAVINGS CLAUSE

Should any provision of this MOU 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 this MOU shall remain in full force and effect.

Article 31: EQUIVALENT BENEFITS

If during the term of this MOU, 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 Association 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 32: DEATH OF EMPLOYEE

If an Association 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:

1. 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.
2. 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.

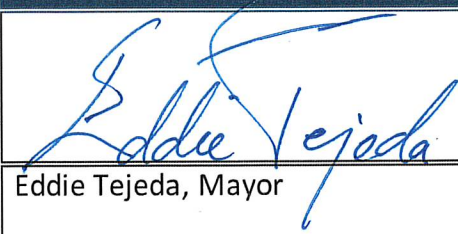
Article 33: DROP PROGRAM

Should the Deferred Retirement Optional Program (DROP) become available, upon the request of the Association, the City agrees to meet regarding the possible implementation of the program.

Article 34: ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except by mutual agreement or as provided elsewhere in this MOU.

Article 35: SIGNATURE

CITY OF REDLANDS	
	
Eddie Tejada, Mayor	Date 7/25/23
Attest:	
Jeanne Donaldson, City Clerk	Date 7/25/23

REDLANDS ASSOCIATION OF FIRE MANAGEMENT EMPLOYEES	
David Ketcherside, President	Date
	7/20/23