

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

***Redlands Association
of
Safety Management Employees***

JULY 1, 2023 – JUNE 30, 2026

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AND
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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 Safety 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 City and the Association 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 Police Department and occupying the classifications of Deputy Police Chief and Police Commander.

Article 4: SALARIES

All Association employees shall receive the following salary increases:

- A. Effective the first pay period following July 1, 2023, all Association employees will receive a seven percent (7%) increase to base salary.
- B. Effective the first pay period following July 1, 2024, all Association employees will receive a two percent (2%) increase to base salary over the prior year.
- C. Effective the first pay period following July 1, 2025, all Association employees will receive a two percent (2%) increase to base salary over the prior year.

The City shall maintain the following salary differentials at all times during the term of this MOU:

Between bottom step Sergeant and bottom step Commander	30%
Between bottom step Commander and bottom step Deputy Chief	10%

Article 5: RETIREMENT

1. Only as to unit members hired by the City in any role prior to January 1, 2013, the City shall individually provide the following provisions in its contract with the PERS retirement system:
 - 3% @ 50 Retirement Formula
 - Survivor Continuance
 - Highest Single Year
2. 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 and/or 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).

3. 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 6: 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 PEMHCA contribution and the following amounts:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JULY 1, 2023	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	\$750	\$775	\$800
Employee Plus One Dependent:	\$1,500	\$1,550	\$1,600
Employee plus Two or more Dependents:	\$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 Unit employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

Article 7: RETIREE INSURANCE BENEFITS

- A. **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.
- B. **For existing RASME members hired by the City prior to June 2, 2015**, who have served a minimum of 15 years of service with the City of Redlands and who qualify as annuitants under PEMHCA, upon separation other than for service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of “Lifetime medical” for the employee, spouse and eligible dependents. Lifetime medical means equivalent health, dental, and vision insurance as provided by the City to its existing members through the CalPERS or similar group medical plan up to the cost of similar CalPERS plans. Employees who promote into the RASME unit shall maintain any lifetime medical benefit such employee has previously accrued with the City and/or eligibility to earn lifetime medical if they had that right under their previous memorandum of understanding.

For existing RASME members, hired by the City prior to June 2, 2015, who have served a minimum of 15 years of service with the City of Redlands and who qualify as annuitants under PEMHCA, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of lifetime medical, dental and vision insurance for the employee, spouse, and eligible dependents under the association’s current medical insurance program existing at the time of retirement. This health insurance shall be at no cost to the retired employee and shall cover the employee, spouse, and eligible dependents. Employees who promote into the RASME unit shall maintain any lifetime medical benefit such employee has previously accrued with the City and/or eligibility to earn lifetime medical if they had that right under their previous memorandum of understanding.

In addition, for existing Association employees as of the adoption of the 2018-2023 MOU (December 5, 2017), or employees who promote into the RASME unit with eligibility for lifetime medical, who have served a minimum of

15 years of service with the City of Redlands, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement may elect to:

- a. Convert all remaining sick leave accrued at the time of retirement to cash value at the current rate of pay and apply said cash value to applicable premiums payable under the City's medical insurance program for the employee, spouses, and eligible dependents until the cash value is exhausted. This cash value is subject to all applicable taxes;
- b. Calculate the value of all accrued sick leave at the current hourly rate of pay and convert it into a cash payment;
- c. Convert all remaining sick leave accrued at the time of retirement to PERS service credit; or
- d. A combination of options b and c.

C. **Employees hired on or after adoption of the 2018-2023 MOU (December 5, 2017) shall not be eligible for conversion of accrued sick leave to cash value.**

D. Unit members who do not qualify for life-time medical and retire with 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 and dental insurance plan as provided by the City to its existing unit members through the CalPERS medical plan until the employee reaches the age of Medicare eligibility at which time the benefit will cease, and employees 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 respective unit member and will not be paid for by the City.

Article 8: STATE DISABILITY INSURANCE

Participation in the State Disability Insurance (SDI) program shall be optional, and all costs, funding, and premiums associated with participation in SDI shall be paid entirely by the participating Association employees.

Article 9: VISION CARE

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

Article 10: 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. Association employees may select from dental plans that are offered to members of the RPOA.

Article 11: 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 12: DEFERRED COMPENSATION

The City shall make available to Association employees a qualified 457(b) plan and 401(a) plan. All plans will be structured in accordance with the latest IRS rulings. Each April, the City shall make an annual contribution to the 401(a) deferred compensation on behalf of each Association employee in the amount of \$1125 per year + 3% of gross annual salary.

Article 13: POST CERTIFICATION PAY

Association employees shall receive POST certificate pay in the amount of 12.5% of base salary for an Advanced POST certificate. Additionally, Association employees shall also receive POST Supervisory or Management certificate pay in the amount of 10% of base salary. The maximum amount any Association employee shall receive in certificate pay

shall be 22.5% of base salary.

Article 14: REIMBURSEMENT OF EDUCATIONAL EXPENSES

Association employees enrolled in a degree program shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. However, any such employee shall not receive reimbursement in excess of Five Thousand dollars (\$5,000) in any one fiscal year. The difference between the City’s maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

Upon the approval of the department head, an Association employee may use up to two hundred fifty dollars (\$250.00) per year of their available \$5,000 per fiscal year tuition reimbursement for attendance at a seminar or conference for the purpose of professional development.

Article 15: UNIFORM ALLOWANCE

Association employees shall receive a uniform allowance in the amount of \$3,200 per year. The uniforms 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 16: LONGEVITY PAY

Association employees with twenty (20) years of continuous service with the City of Redlands shall advance to Step “5” on the current salary schedule.

In the event that an Association employee is not at Step “4” when he/she is eligible for Step 5, at the completion of twenty (20) years of service, the employee shall advance to the next step in their salary range and continue to advance based on merit until the employee reaches Step 5.

Article 17: MOBILE DEVICE PAY

Association employees shall receive Mobile Device Pay in the amount of \$100 per month in addition to their regular base pay. All employees receiving this incentive are required to carry a mobile device at all times.

Article 18: LEGAL DEFENSE INSURANCE

The City shall pay the premium for CPOA legal defense insurance for Association employees.

Article 19: 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	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. Association employees shall “bank” holiday hours at the rate of ten (10) hours for each holiday and be paid for them in January of the following year.
- C. Association employees that work on a recognized holiday shall receive half time premium for all hours worked.
- D. In addition to the recognized holidays listed above, Association employees shall receive two (2) floating holidays per year. Floating holidays accrued but not taken shall be paid in January of the following year in which they were accrued.
- E. Holidays shall be paid at a rate of pay applicable to the shift to which the Association employee is regularly assigned and shall be include supplemental pay (POST Certification pay) 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 POST Certification pay. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

Article 20: SICK LEAVE

ACCRUAL

Association members shall receive eight (8) hours of sick leave per month.

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 once the election is made.

YEARS OF SERVICE	MAXIMUM BUY-BACK HOURS PER YEAR
2-6	48
7	56
8	64
9	72
10	80
11	88
12	96

Article 21: VACATION

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

YEARS/MONTHS OF SERVICE	HOURS
1 - 5 (0-71 months)	80
6 - 7 (72-95 months)	120
8 -9 (96-119 months)	128
10-11 (120-143 mos)	136
12-13 (144-167 mos)	144
14-15 (168-191 mos)	152
16-20 (192-251 mos)	160
21 (252-263 months)	168
22 (264-275 months)	176
23 (276-287 months)	184
24 (288-299 months)	192
25 (300 months+)	200

Article 22: ACCRUED VACATION TIME SELL BACK

Association employees with a minimum of three hundred (300) hours of accumulated vacation time shall sell back vacation time in excess of the 300 hours accumulation and deposit into a qualified 401(a) plan. The conversion and deposit of available vacation time shall occur during the third week of September each year. Employees shall contribute up to 100% of accrued vacation time in excess of the 300 hours accumulation up to the IRS maximum allowed.

Article 23: BEREAVEMENT LEAVE

In the event of the death in the immediate family, Association employees shall be compensated with four (4) days paid leave. 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/registered domestic partner: spouse, child, parent, grandparent, grandchild, brother and sister.

Article 24: 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 25: EXECUTIVE LEAVE

Association employees shall receive one hundred twenty (120) hours of executive leave annually. Employees will be paid for up to twenty (20) hours of unused executive leave that is on the books as of December 31st of each year. Any leave above 20 hours remaining on the books will be removed and not carried over to the next year.

Article 26: COMPENSATORY TIME OFF AND OVERTIME

- A. Association members 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.
- B. Members are ineligible to receive overtime compensation and may therefore receive the equivalent of overtime pay at time and one half of salary ONLY if the hours are reimbursed by a third party, such as reimbursement mutual aid calls or billable contracts.

Article 27: WORKWEEK

Association employees shall have a standard workweek consisting of four ten-hour days followed by three consecutive days off unless an alternate schedule is agreed upon by the employee(s) and department head.

Article 28: POLICE VEHICLE USAGE

Upon authorization by the Police Chief, Association employees may utilize department vehicles for personal use.

Article 29: 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 30: PREVAILING BENEFITS

All terms and conditions of employment set forth in this MOU and all past practices recognized under prevailing law 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 shall be subject to change during the term of this MOU either by mutual agreement or by virtue of the meet and confer processes and any applicable impasse resolution procedures being completed.

Article 31: 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 32: DEATH OF EMPLOYEE

In the event an Association employee dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of the deceased employee shall be entitled to benefits as follows: sick leave accruals, vacation accruals, medical benefits, and any other applicable benefits. All benefits shall be calculated and compensated in accordance with the requirements of this MOU and PERS contracts.

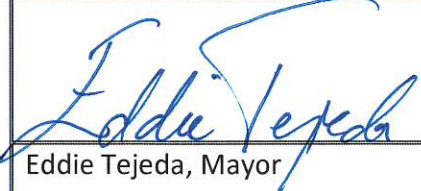

In the event the deceased employee qualified for a service retirement (i.e. age 50 with a minimum of five years of service in CalPERS), the City shall calculate and compensate benefits in the same manner as an employee service retirement. If the death of the employee is job related, benefits may be calculated and compensated in the same manner as a disability retirement.


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

Article 33: ZIPPER CLAUSE

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

Article 34: SIGNATURES

CITY OF REDLANDS	
	6-20-23
Eddie Tejada, Mayor	Date
Attest:	
	6-20-23
Jeanne Donaldson, City Clerk	Date

REDLANDS ASSOCIATION OF SAFETY MANAGEMENT EMPLOYEES	
	6/20/23
Stephen Crane, President	Date