

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

***Redlands Police Officers
Association***

JULY 1, 2017 – JUNE 30, 2023

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AND
Redlands Police Officers Association

July 1, 2017 - June 30, 2023

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Article 1: TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City of Redlands (hereinafter referred to as "City") and the Redlands Police Officers Association (hereinafter referred to as "Association") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2017 and shall expire on June 30, 2023.

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 all sworn personnel (hereinafter referred to as "unit members") employed in the City's Police Department except for those unit members occupying the classifications of Lieutenant, Captain, Commander, Deputy Chief and Chief of Police.

Article 4: SALARIES

Effective July 1, 2018, all unit members shall receive a four and one half percent (4.5%) increase to base salary over the prior year.

Effective July 1, 2019, all unit members shall receive a four and one half percent (4.5%) increase to base salary over the prior year.

Article 5: RETIREMENT

A. All unit members other than "new members" (as defined by the PEPR and/or California Government Code section 7522.04(f)), shall individually pay 9% of "compensation earnable" as defined in Government Code Section 20630, representing the unit member's contribution to CalPERS. These contributions shall, at the time of termination, belong to the unit member. All other required contributions to CalPERS for unit members other than "new members" as defined by the PEPR and/or California Government Code section 7522.04(f) shall be made by the City.

B. Only as to unit members hired 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

C. 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 unit 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 unit members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided for in Government Code Section 7522.25(e), 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).

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

Article 6: *UNIFORM ALLOWANCE*

Upon completion of six (6) months of employment within a Police Department classification, unit members will be provided with a uniform allowance in the amount of thirty two hundred dollars (\$3200) 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.

Effective July 1st, 2018 and in conjunction with the replacement of the ballistic vest every five (5) years, the City shall reimburse unit members for the purchase of a custom-fitted load-bearing vest carrier of similar quality to the Blankenship Police Supply Tactical, one pair of high-quality service boots meeting OSHA service requirements, and one pair of safety glasses. Unit members must provide detailed receipts of purchase to Human Resources to begin the reimbursement process.

For all unit members other than "new members" (as defined by the PEPRA or Government Code Section 7522.04(f)), the above amounts shall be reported to CalPERS as special compensation.

Article 7: *POST CERTIFICATION PAY*

Effective June 17, 2000, unit members 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
ADVANCED CERTIFICATE	17.5% of base salary

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

Article 8: *OVERTIME COMPENSATION*

A. FLSA Overtime

The City provides a 3/12.5 work schedule as set forth in Article 31 of this MOU. Accordingly, the City has also previously elected a FLSA 7(k) work period of 28 days (maximum non-FLSA overtime hours of 171) as applicable to all law enforcement personnel in the represented unit. Payroll will provide RPOA with a 28 day pay period calendar by December 15 of the year prior for the entire next calendar year. For example, the Association will receive a list of 2019 calendar year 28 day pay periods by December 15, 2018.

The City shall pay each unit member premium overtime compensation (time and one-half the unit member's regular hourly rate, as that term is used in the Fair Labor Standards Act) for all hours worked in excess of 171 hours under the FLSA 7(k) 28 day work period.

All paid leaves, including, but not limited to, vacation leave, compensatory time off, holiday leave, sick leave and industrial injury (IOD) leave shall not be counted as hours worked towards reaching the 171 hour FLSA 7(k) overtime threshold.

B. Pay Back Hours

In an attempt to provide balanced paychecks to unit members during each pay period, the City agrees to pay five (5) "pay back hours" to unit members every pay period in which a payback shift is worked. Unit members shall bank 5 (five) straight hours of pay back hours to be paid on the paycheck where the unit member did not work the "pay back shift". The pay back hours shall only be counted as hours worked towards reaching the 171 hour FLSA 7(k) overtime threshold if the unit member actually worked those hours in the 28 day work period; and shall be counted in the pay period in which the banked hours were worked, not necessarily in the pay period in which the hours are paid.

C. Agreed Upon Overtime

The City shall pay each unit member "agreed upon" overtime compensation at a rate of time and one-half the unit member's regular rate of pay, as that term is used in the FLSA, for the following hours worked:

1. Daily Overtime – Hours worked in excess of the unit member's scheduled shift.
2. Court Pay/Call Back Pay – As defined in Article 12.
3. Billed Overtime – Hours worked which are 100% compensated at a 1.5 times regular hourly rate by a third party.
4. Non-Regularly Scheduled Shift Hours – Hours worked on a shift that is not scheduled in the unit member's regularly scheduled workweek.

Article 9: REIMBURSEMENT OF EDUCATIONAL EXPENSES

Each unit member enrolled in a degree program on or before November 4, 2014, shall be entitled to tuition reimbursement for courses, books, and other learning aid while attending an accredited school of higher learning. The course(s) must be career related, must be necessary for obtaining a degree, must be pre-approved by the unit member's department head and the unit member must earn a passing grade to receive reimbursement.

Those unit members enrolled in a degree program on or before November 4, 2014 shall receive 100% reimbursement for the actual cost of degree program-related fees, including tuition and books, in an amount charged by the University of California, Riverside, for the same or similar courses.

Unit members enrolled in a degree program after November 4, 2014 shall receive 100% reimbursement for the actual cost of degree program-related fees, including tuition and books, in an amount charged by the University of California, Riverside, for the same or similar courses. However, any such unit member shall not receive reimbursement in excess of Two Thousand dollars (\$2,000) in any one fiscal year.

Upon the approval of the Human Resources Director, a unit member may use up to five hundred dollars (\$500.00) per year of their available \$2,000 per fiscal year tuition reimbursement for attendance at a seminar or conference for the purpose of professional development. That \$500 per year amount may be applied for hotel and travel expenses related to the attendance at such a seminar or conference.

Article 10: *MOBILE DEVICE PAY*

All unit members who are required to carry a mobile device 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 unit members shall be required to carry mobile devices. All unit members receiving this incentive shall be required to carry the mobile device at all times.

Article 11: *BILINGUAL PAY*

Unit members are eligible for bilingual pay in accordance with the City's Bilingual Pay Program, upon approval by the Department Head and City Manager. Authorized unit members shall receive additional compensation in the amount of Sixty Five Dollars (\$65) per month.

Article 12: *COURT PAY/CALL BACK PAY*

- A. Unit members 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 1/2) their regular rate of pay.
- B. A unit member 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 unit member's regular rate of pay, for each such shift.
- C. A unit member 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 unit member's regular rate of pay. In lieu thereof, that unit member shall be entitled to overtime compensation at time and one-half the unit member's regular rate of pay for all hours worked prior to the commencement of his or her regularly scheduled shift.
- D. Unit members 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 13: *LONGEVITY PAY (CITY OF REDLANDS)*

The City agrees that unit members hired prior to the adoption of this MOU (January 10, 2018) and who have fifteen (15) years of continuous service with the City shall advance to Step "F" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step E. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the E Step when he/she is eligible for the F Step, at the completion of fifteen (15) years of service, 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 the F Step.

The City agrees that unit members hired prior to the adoption of this MOU (January 10, 2018) and who have twenty (20) years of continuous service with the City shall advance to Step "G" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step F. This increase will be effective at the

beginning of the pay period closest to the first day of their 20th year of service.

Article 14: CRIME SCENE TECHNICIAN PAY

Unit members in the unit assigned to Crime Scene Technician duty shall be compensated with an additional one and one-half hours of pay per pay period at time and one-half. Eligibility for crime Scene Technician pay will be determined by the Police Chief or his/her designee.

Article 15: FIELD TRAINING OFFICER PAY

When a unit member 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 16: HEALTH BENEFITS

- A. Only for unit members hired by the City prior to November 4, 2014, the monthly health insurance rates described below in effect on January 1, 2013 are the "flat dollar" City contribution amount that shall be made regardless of unit members being enrolled in Health Net or other plans. The City shall fund the unit member and eligible dependent medical insurance in an amount not less than the January 1, 2013 PERS Choice health insurance rates (the highest of either the Los Angeles area or Other Southern California areas as those terms are defined by CalPERS.)

2013 PERS Choice Rates

COVERAGE LEVEL	PERS CHOICE	PERS CHOICE
	LOS ANGELES	OTHER SOUTHERN
EE Only	\$587.46	\$611.30
EE + 1 Dependent	\$1174.92	\$1222.60
EE + Family	\$1527.40	\$1589.38

- B. For unit members hired by the City prior to November 4, 2014, effective January 1, 2015, and each January 1 thereafter, the City's funding of employee and eligible dependent health insurance, regardless of unit members being enrolled in Health Net or other plans, shall be increased in an amount equal to 50% of the dollar amount of the increase, if any, in PERS Choice health insurance rates (up to the higher of the Los Angeles or Southern California areas). The initial January 1, 2015 increase, if any, shall represent the differential between the 2014 and 2015 rates.
- C. Only as to unit members hired on or after November 4, 2014, the City shall contribute to the unit member and eligible dependents the following Monthly health insurance amounts:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION
EE ONLY	\$600
EE + 1 DEPENDENT	\$900
EE + FAMILY	\$1100

For unit members hired by the City prior to November 4, 2014, effective January 1, 2018, and each January 1 thereafter, the City's funding of the unit member and eligible dependent health insurance, regardless of unit members being enrolled in Health Net or other plans, shall be increased in an amount equal to 50% of the dollar amount of the increase, if any, in PERS Choice health insurance rates (up to the higher of the Los Angeles or Southern California areas). The initial January 1, 2018 increase, if any, shall represent the differential

between the 2017 and 2018 rates. Unit members hired after November 4, 2014 do not qualify for this benefit.

- D. The City agrees to provide a stipend of \$350.00 on a monthly basis for those unit members with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

Article 17: 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 unit member and their eligible dependents.

Article 18: VISION INSURANCE

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

Article 19: RETIREE INSURANCE BENEFITS

For unit members hired prior to November 4, 2014, upon service or disability retirement under the PERS retirement plan, or in the event of the death of a unit member prior to retirement, unit members who have served a minimum of fifteen (15) years of service with the City shall be provided lifetime medical, dental and vision insurance for the unit member, 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 unit member and shall cover the unit member, spouse and eligible dependents.

In the alternative, at the sole discretion of the unit member, those unit members hired prior to November 4, 2014, upon service or disability retirement under the PERS retirement plan, or in the event of the death of a unit member prior to retirement, unit members who have served a minimum of fifteen (15) years of service with the City, may elect to cash in unused sick leave at two percent (2%) for each year's service at the prevailing hourly rate.

At retirement, unit members with less than fifteen (15) years of service with the City have the option of cashing in unused sick leave at the prevailing hourly rate for future medical for the unit member 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 unit 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 applicable insurance policy.

This benefit shall not be available to unit members hired on or after November 4, 2014.

Unit members hired after November 4, 2014 who achieve fifteen (15) years of service shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. "Medical Bridge" is defined as employee-only coverage, and Unit members who are eligible for bridge insurance will be entitled to 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 unit member reaches the age of Medicare eligibility at which time the benefit will cease. 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 20: LIFE INSURANCE

The City agrees to continue to provide life insurance coverage in the amount of twenty-five thousand dollars

(\$25,000) per unit member. Unit members at their option and expense will be allowed to purchase additional increments of life insurance at the City's lower group rate.

Article 21: 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 unit members.

Article 22: VACATION

Vacation shall accrue for unit members based on the following schedule:

YEARS OF SERVICE	HOURS
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

Unit members 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. A unit member 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, a unit member 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

Unit 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, and may elect one of the following options for disbursement:

- A. A cash payment;
- B. Deposit into a 457 (deferred compensation) account;
- C. A combination of options A and B.

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 unit member may elect to be paid cash at his or her regular hourly rate for each sick leave day accumulated, according to the following table:

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

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 unit members at time of hire.

Article 25: *HOLIDAYS*

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

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
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
Two Floating Holidays	

Unit members 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 ten (10) hours per holiday. Those unit members working more than ten (10) 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*

Unit members who suffer a death in their immediate family shall receive four (4) days paid bereavement leave

per incident. In addition, eligible unit members 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 unit member 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 unit member with the option, at the discretion of the unit member, of receiving overtime compensation in the form of compensatory time off (CTO) or cash. Unit members 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, a unit member 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, unit members shall be authorized to utilize the accumulated CTO for any purpose.

Unit members 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 unit member to use compensatory time off in lieu of vacation or holiday time.

Article 29: *LEAVE OF ABSENCE WITHOUT PAY*

If a unit member 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 a unit member 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 unit members 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 unit member 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 unit member's scheduled workweek. Department necessity will be the standard for scheduling of these hours.

All unit members 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, a unit member who performs services for an individual or organization other than the City for which the City has the right to bill for such services shall be paid at the rate of one and one-half times (1 1/2) the then existing hourly rate of the unit member performing the service.

Article 33: CORPORAL RANK

The City and the Association 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 unit members 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 unit member'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 unit member 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).

Upon five years of service with the City, lateral unit members who have years of service as a peace officer (as defined in Penal Code sections 830.1 through 830.4) in the State of California will be allowed to count their years of service for accrual rates for vacation and sick leave.

Article 35: LONGEVITY PAY (PEACE OFFICER)

- A. For unit members hired prior to the adoption of the MOU (January 10, 2018)

The City agrees that unit members hired prior to the adoption of this MOU (January 10, 2018) who have a combination of fifteen (15) years of continuous service either with the City or as a peace officer (as defined in Penal Code sections 830.1 through 830.4) in the State of California shall advance to Step "F" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step E. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the E Step when he/she is eligible for the F Step, at the completion of fifteen (15) years of service, 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 the F Step.

The City agrees that unit members hired prior to the adoption of this MOU (January 10, 2018) who have a combination of twenty (20) years of continuous service either with the City or as a peace officer (as defined in Penal Code sections 830.1 through 830.4) in the State of California shall advance to Step "G" on the salary

resolution for their classification, which shall be a minimum of 3% higher than Step F. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

In the event that a unit member is not at the F Step when he/she is eligible for the G Step, at the completion of twenty (20) years of service, 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 the G Step.

B. For unit members hired after the adoption of this MOU (January 10, 2018)

The City agrees that unit members hired after the adoption of this MOU (January 10, 2018) who have five (5) years of continuous service with the City and a combination of fifteen (15) years of continuous service either with the City or as a peace officer (as defined in Penal Code sections 830.1 through 830.4) in the State of California shall advance to Step "F" on the salary resolution for their classification, which shall be a minimum of 5% higher than Step E. This increase will be effective at the beginning of the pay period closest to the first day of their 15th year of service.

In the event that a unit member is not at the E Step when he/she is eligible for the F Step, at the completion of fifteen (15) years of service, 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 the F Step.

The City agrees that unit members hired after the adoption of this MOU (January 10, 2018) who have five (5) years of continuous service with the City and a combination of twenty (20) years of continuous service either with the City or as a peace officer (as defined in Penal Code sections 830.1 through 830.4) in the State of California shall advance to Step "G" on the salary resolution for their classification, which shall be a minimum of 3% higher than Step F. This increase will be effective at the beginning of the pay period closest to the first day of their 20th year of service.

Article 36: *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 unit member who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 37: *PREVAILING BENEFITS*

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by unit members shall remain in full force and effect during the term of this MOU, unless mutually agreed to by the City and the Association.

Article 38: *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 39: *MANAGEMENT RIGHTS*

The authority of the City includes the exclusive right to determine the mission of its constituent department,

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 requiring employer to meet and confer regarding decisions that may have an effect on wages, hours and working conditions. By agreeing to this provision, neither the City nor the Association intends to waive or limit, in any way, any rights the Association may have under existing law, including, but not limited to the Meyers-Milias Brown Act (Government Code Section 3500 et seq.)

Article 40: DEATH OF UNIT MEMBER

If a unit member dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased unit members 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 unit member 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.

The City will inter at Hillside Cemetery, at no cost to the unit member or his/her family, any active unit member 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 41: 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 42: RELEASE TIME

The City shall provide a total of 300 hours per year of paid release time from duty for the conduct of any Association activities as determined in the sole discretion of the Association. A unit member's time in labor negotiations with the City shall not be included in the 300-hour allocation. The Association shall provide the City with notification of its intent to utilize release time to the Human Resources Director at least seven (7) days prior to the usage.

Article 43: WORKING OUT OF CLASSIFICATION

Unit members temporarily required to perform the duties of a higher classification for at least one work week shall receive additional compensation equal to five percent (5%) of the unit member's regular rate of pay for all hours in which that unit member is temporarily required to perform the duties of a higher classification. When a vacancy exists which requires a unit member to perform the duties of a higher classification, that unit member shall have the right to fill such vacancy for the duration of the work week.

Article 44: REOPENERS

At the request of the Association, and upon mutual agreement of the City and the Association, one or more terms of this MOU may be reopened for further discussion. The lack of mutual agreement to reopen shall not be subject to the grievance procedure, unfair labor practices before the Public employment Relations Board, and/or court action.

Article 45: BINDING ARBITRATION

As applied to the Association, Rule VIII, Section C. Appeals of Disciplinary Action, in the City's Personnel Rules and Regulations dated April 2016, shall be modified as follows:

If a disciplinary action of suspension of forty hours or more, reduction in pay (equal to a forty-eight-hour or more suspension), demotion, or discharge is imposed, the unit member may then appeal, prior to implementing such action to the Department Director. Any such appeal must be filed within 10 working days of the notice of the disciplinary action, or in accordance with a City Council approved Memorandum of Understanding as it relates only to the timing of filing an appeal.

Upon unresolved consensus concerning the disciplinary action, an appeal may be made to the City Manager as the second step. However, execution of the notice of intent will be implemented after the first step (Department Director level). Should the disciplinary action still be unresolved after the second step, the discipline can be appealed to one final step. The third and final step is a hearing by a third party arbitrator. The arbitrator's decision on the disciplinary action is final and binding.

Any appeal of disciplinary action not resolved at Level 2 may be submitted to arbitration no later than 10 working days after the date of the City Manager's written reply. The parties shall schedule a hearing before the arbitrator in which the parties to the notice of disciplinary action may present evidence. The arbitrator shall give the grievant a written decision within 30 days after the hearing and shall file a copy with the Human Resources Director. The decision shall be based upon the oral and written evidence submitted at the hearing. The decision of the arbitrator shall be final and binding. The parties shall share equally in the cost of the arbitrator.

As applied to the Association, Rule IX, Section D, Subsection (d), Grievance Procedure, in the City's Personnel Rules and Regulations dated, April 2016, shall be modified as follows:

Fourth Level – Arbitration

Any grievance not resolved at Level 3 may be submitted to a third party arbitrator 10 working days after the date of the City Manager's written reply. The parties shall schedule a hearing before the arbitrator in which the parties to the grievance may present evidence. The arbitrator shall give the grievant a written decision within 30 days after the hearing and shall file a copy with the Director of Human Resources. The decision shall be based upon oral and written evidence submitted at the hearing. The decision of the arbitrator shall be final and binding. The parties shall share equally in the cost of the arbitrator.

Additionally, the Police Department's Lexipol policy shall be amended to reflect the above changes concurrent with the approval of this MOU.

The City and Association agree, due to the press of time and the change in the City's negotiation team, to reopen this Article within sixty (60) calendar days from adoption of this MOU (January 10, 2018), to meet and confer on the above provisions to discuss, at a minimum, the following issues:

- 1) The appeal procedure for punitive actions less than a forty (40) hour suspension as defined by the Public Safety Officers Procedural Bill of Rights Act;
- 2) The time frames for processing grievances and disciplinary actions prior to arbitration;
- 3) The arbitration hearing procedure for both grievances and disciplinary appeals; and
- 4) Any other related issues necessary to have a clear grievance and disciplinary appeal procedure/process.

Failure to reach mutual agreement will allow the Association to invoke the impasse process, including, but not limited to, statutory fact finding.

The City shall not propose to eliminate binding arbitration or further limit its application as part of this re-opener.

The City and Association agree to extend all provisions of the November 7, 2017 tolling agreement between the Association, Greg Holmer and the City and to continue to toll all deadlines set forth in the City's grievance procedure and statutes of limitations for all claims or causes of action relating to the Grievance concerning retiree healthcare initiated on or about November 4, 2016, as described in the November 7, 2017 tolling agreement, until thirty (30) days after reaching mutual agreement on the subject matter of this re-opener or the conclusion of the impasse process, whichever is applicable. The parties agree to execute any additional documents deemed necessary by a Court in order to ensure that the terms of this extension apply to Greg Holmer.

Article 46: STAFFING

Effective January 10, 2018, one vacant Police Officer position shall be reclassified to a Police Corporal position and one vacant Police Officer position shall be reclassified to a Police Sergeant position.

Article 47: SIGNATURES

CITY OF REDLANDS	REDLANDS POLICE OFFICERS ASSOCIATION
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: right;">1/10/18</div> </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> Paul W. Foster, Mayor Date </div>	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: right;">1/10/18</div> </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> Patrick Leivas, President Date </div>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: left;">Attest:</div> <div style="text-align: right;">1/10/18</div> </div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> Jeanne Donaldson, City Clerk Date </div>	<div style="border-top: 1px solid black; height: 100px;"></div>

