

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF REDLANDS  
AND  
REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION  
Represented by:  
THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION, INC.  
July 1, 2004 – December 31, 2009**

ARTICLE 1            TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (M.O.U.) shall become effective on July 1, 2004 and shall expire on December 31, 2009.

ARTICLE 2            PREAMBLE

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

ARTICLE 3            RECOGNITION

The classifications which shall be included in the Civilian Safety Employees unit of representation are listed in Appendix A.

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; 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 over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

**SALARIES, RETIREMENT AND OTHER PAY**

ARTICLE 5 SALARIES

The City and Association agree to complete a compensation study of the previously agreed upon benchmark positions in the comparable jurisdictions of Chino, Chino Hills, Colton, Corona, Fontana, Hemet, Montclair, Moreno Valley, Ontario, Palm Springs, Pomona, Rancho Cucamonga, Rialto, San Bernardino, Upland and Victorville.

Based on the results of that study, the City and Association shall determine the average compensation difference between the July 2004 median for the comparable classifications in the Cities and this unit. Salary adjustments equaling one-fourth of this average difference, but not to exceed four percent (4.0%), shall be effective the first pay period of July 2004, 2005, and 2006.

Final adjustments to ensure all classifications reach median shall be effective the first pay period of July 2007. This final adjustment for each classification shall be rounded up or down to the nearest Range.

No classification shall go beyond median, other than through rounding in July 2007. Employees in classifications whose range reaches median prior to year 4 shall be placed on a Y table and shall receive no further salary adjustments prior to July 2008, other than merit step increases that would have been otherwise granted.

Effective the first pay period of July 2008, all employees in the unit shall receive a five percent (5.0%) cost of living adjustment.

Effective the first pay period of July 2009, all employees in the unit shall receive a one percent (1.0%) cost of living adjustment.

During the term of this agreement, the City shall review all benchmarks and make adjustments as appropriate after meeting and conferring with the Association.

ARTICLE 6 RETIREMENT

The City shall pay to the Public Employees' Retirement System on behalf of each employee covered by this agreement an amount equal to the required employee contribution to that system provided the contribution will not exceed a total of seven percent (7%) of regular compensation. These contributions shall, at the time of termination, belong to the employee.

The City shall continue to include in its contract with PERS, the following provisions:

HIGHEST SINGLE YEAR  
SURVIVOR CONTINUANCE  
2% @ 55 RETIREMENT FORMULA

ARTICLE 7 UNIFORM ALLOWANCE

The City shall provide a uniform allowance of two hundred twenty-five dollars (\$225), in the form of a check, to all employees in this unit on the payroll as of June 1<sup>st</sup> of each year. This allowance shall be paid in July of each year.

Non-uniformed employees in this unit on payroll as of June 1<sup>st</sup> of each year and at the time the check is issued shall receive an annual two hundred dollars (\$200.00) bonus in lieu of the uniform allowance. This bonus shall be paid in July of each year and shall not be reported to PERS as compensation.

Animal Control Officers, Community Service Officers (CSO's), Forensic Services Supervisor and Parking Control Officers shall receive a uniform allowance of nine hundred dollars (\$900) per year. Two checks of four hundred fifty dollars (\$450) each shall be issued in July and January of each year.

The Kennel Attendant shall receive a boot allowance in the amount of one hundred fifty dollars (\$150) to be paid in July of each year.

Uniforms are to be presentable at all times. Cleaning and maintenance of uniforms shall be the responsibility of the employee.

#### ARTICLE 8 LONGEVITY PAY

Employees with twenty (20) years cumulative service with the City shall advance to the Step "F" on the salary resolution effective with the beginning of the pay period beginning closest to the first day of their 21<sup>st</sup> year of service.

In the event that an employee is not at the E step when he/she is eligible for the F step, at the completion of twenty (20) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches the F step.

#### ARTICLE 9 OVERTIME

Overtime pay shall be earned at time and one-half for all hours. The employee may elect to earn compensatory time off, at one and one-half time, in lieu of overtime pay. Overtime must be paid at the time it is worked or accrued as compensatory time. Accrued compensatory time shall not be paid off in lump sum except at termination and only for those hours on the official payroll records.

Time paid for holiday, vacation, sick leave and compensatory time off shall be treated as actual hours worked for the purposes of computing overtime.

Any employee who works overtime in excess of three and one-half (3½) hours, provided that employee has worked eight (8) hours in addition to the three and one-half (3½) hours, shall be entitled to have a meal at the expense of the City or be entitled to go home and eat, which shall be at the discretion of the supervisor in charge. The City shall

establish an account at a local restaurant for use by employees working on emergency overtime.

**ARTICLE 10                   WORKING OUT OF CLASSIFICATION PAY**

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the employee works out of classification. Out of classification pay shall be at a flat rate of five-percent (5%) of base salary.

In order to receive out of classification pay the following provisions must occur:

- a.       The name of the employee who is absent must be noted on the employee's timesheet prior to out of classification pay being authorized.
- b.       A vacancy or absence must exist for out of classification pay to be paid.
- c.       The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
- d.       The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.

Working out of classification pay for special assignments shall only be authorized upon recommendation to the City Manager by the Department Head and will require a Payroll Transaction Form with supporting documentation justifying the special assignment.

Employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay shall only be authorized upon Department Head recommendation, Administrative Services Director concurrence and City Manager approval.

**ARTICLE 11                   CALL BACK PAY**

Call back time shall be reimbursed based on a minimum two (2) hour block at time and one-half, with the exception that employees shall be reimbursed based on a minimum three-hour block at time and one-half if the call back is between the hours of 12:00 a.m. and 7:00 a.m. Any employee who is unable to respond within thirty (30) minutes may be eliminated from the standby rotation.

An employee working a continuous call back of at least four (4) hours that ends within eight (8) hours of the employee's regular job starting time is not required to report to duty at the employee's regularly scheduled time. When an employee has worked at least two (2) hours during the eight (8) hours prior to the commencement of the regular work

schedule, the employee shall automatically report to duty on the employee's regularly scheduled shift immediately commencing ten (10) hours after the end of the call-back assignment.

ARTICLE 12           STANDBY PAY

Employees in the Association assigned to standby duty shall receive one (1) hour of pay at straight time for standby duty on a week day and four (4) hours of straight time pay for standby duty on a regularly scheduled day off, weekend day or holiday.

In order to qualify for standby pay employees must:

1.     Be required to be near a telephone at all times or carry a pager;
2.     Be able to report to the worksite within thirty (30) minutes; and,
3.     Not consume alcoholic beverages or any other debilitating drug while on standby.

ARTICLE 13           MATRON PAY

Female Community Service Officers, Dispatchers and Police Customer Service Representatives that report directly to the Police Records Supervisor and the Police Records Supervisor assigned to the position after the effective date of this agreement, shall receive a 2.5% salary differential in recognition of the fact that they may be required to perform matron duties. This differential shall only be paid for actual hours worked when matron duties are performed.

Female Police Customer Service Representatives that report directly to the Police Records Supervisor and the Police Records Supervisor assigned to the position prior to the effective date of this Agreement, shall receive a 2.5% salary differential in recognition of the fact that they were required to perform matron duties. This differential shall continue to be paid for all hours worked until the incumbent employee transfers or promotes. If an employee leaves the position and later returns, she shall be considered to be newly assigned and shall receive the salary differential only when matron duties are actually performed as described in the previous paragraph.

ARTICLE 14           SHIFT DIFFERENTIAL

The City agrees to provide a five-percent (5%) shift differential to those employees who work one-half of their regularly scheduled shift after 7:00 p.m., not to include overtime, special assignments, emergency hours, etc. worked after 7:00 p.m. The shift differential shall apply to the full regularly scheduled shift.

ARTICLE 15           INTENTIONALLY LEFT BLANK

ARTICLE 16           TUITION REIMBURSEMENT

The City agrees to pay one hundred percent (100%) reimbursement for tuition and books for job related courses either directed or approved by the department head. The course must be satisfactorily completed with a minimum grade of "C" or equivalent.

## **INSURANCE, LEAVE AND TIME OFF PROVISIONS**

### **ARTICLE 17 HEALTH INSURANCE**

A. The City shall contribute the entire monthly premium for employees in the unit and their eligible dependents under the public Employee Retirement System (PERS).

B. The City agrees to provide a stipend on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit. The rate of stipend shall be \$150 per month.

### **ARTICLE 18 DENTAL INSURANCE**

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

### **ARTICLE 19 VISION CARE**

The City agrees to reimburse each employee in the unit up to two hundred twenty-five dollars (\$225) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent.

### **ARTICLE 20 LIFE INSURANCE**

Effective with October 1, 2004 renewal date of the City's life insurance policy, the City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars (\$25,000) for all employees in the unit.

### **ARTICLE 21 WORKER'S COMPENSATION/DISABILITY INSURANCE**

The City agrees to provide City paid State Disability Insurance coverage to all employees in the unit.

Sick leave or compensatory time may be used to supplement a Worker's Compensation or State Disability Insurance check, not to exceed the employee's regular rate of pay. Prior to use of accrued sick leave or compensatory time for this purpose, the State Disability Insurance check stub must be submitted to the Payroll Supervisor.

### **ARTICLE 22 VACATION**

The vacation accrual for employees in the unit shall be as follows:

1	-	5	years of service	80 hours
6	-	7	years of service	120 hours
8	-	9	years of service	128 hours
10	-	11	years of service	136 hours
12	-	13	years of service	144 hours
14	-	15	years of service	152 hours
16	-	20	years of service	160 hours
		21	years of service	168 hours
		22	years of service	176 hours
		23	years of service	184 hours
		24	years of service	192 hours
		25+	years of service	200 hours

The maximum vacation accrual shall be three (3) years. In November of each calendar year all vacation hours in excess of three (3) years accrual will be paid off at the employee's current hourly rate.

ARTICLE 23 SICK LEAVE

A. ACCURAL: Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.

B. USE: Employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.

C. BUY BACK: In November of each calendar year, each employee in the unit may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the preceding calendar year in excess of six (6) sick leave days. A total of ninety-six (96) hours must be on the books prior to any compensation being paid. Employees in the unit may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

D. AT SEPARATION OF SERVICE: Upon separation of service with the City, employees with ten (10) or more years continuous service will be eligible to cash in unused sick leave at the following formula:

10 - 15	years service.....	25%
16 - 20	years service.....	35%
21+	years service.....	50%

Employees electing this option shall be responsible for any and all future medical insurance premiums.

UPON SERVICE RETIREMENT – In lieu of the above benefit, upon service retirement under the PERS retirement plan, employees in the unit may elect to have all remaining

sick leave accrued at the time of retirement converted to cash value at their final rate of pay, and apply such cash value to applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents until the cash value is exhausted. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the applicable insurance policy. However, upon completion of twenty (20) cumulative years service, at the employee's option he/she may elect fully paid medical insurance for employee and eligible dependents, under the City's medical insurance program, upon service retirement under the PERS retirement medical insurance plan, in lieu of any type of sick leave buy back.

SICK LEAVE CONVERSION – The City and the Association agree to add the appropriate language from PERS to allow the conversion of unused sick accruals to service credit toward PERS retirement. The parties agree that this will require a contract amendment and will be implemented in accordance with PERS requirements and timelines.

ARTICLE 24                   BEREAVEMENT LEAVE

In the event of the death in the immediate family, an eligible employee 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: spouse, child (including foster child or ward of the court), parent, grandparent, brother, and sister. The definition of immediate family shall also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

ARTICLE 25                   LEAVE OF ABSENCE WITHOUT PAY

If an employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year, sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

ARTICLE 26                   MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. The department head may request copies of the employee's official military orders.

ARTICLE 27                   PERSONAL LEAVE

Each employee in the unit may use up to a maximum of one day of accrued sick leave per year for personal leave, subject to advance supervisor approval. Personal leave shall be computed and compensated in accordance with the employee's standard work schedule.

## ARTICLE 28 HOLIDAYS

The holidays to be honored for employees in the unit shall include the following, along with any additional day as designated by action of the City Council:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day (December 25)
- Two (2) Floating Holidays
- Twenty (20) Hours Additional Floating Holidays, Effective January 1, 2004

If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday. Christmas Eve Day shall be observed as a holiday when Christmas Day falls on Tuesday, Wednesday, Thursday, or Friday.

If a scheduled holiday falls on an employee's regular day off, the employee shall be compensated for one day of holiday compensation at time and one half. Employees should not be scheduled to work both the designated holiday and the actual holiday.

Holiday pay shall be compensated in accordance with the employee's standard work schedule.

Employees in the unit shall not be allowed to carry floating holidays over from one calendar year to the next. Holidays not taken by December 31<sup>st</sup> of any given year will be forfeited.

## ARTICLE 29 COMPENSATORY TIME OFF

CTO shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked in accordance with the Fair Labor Standards Act. CTO shall not accumulate in excess of one hundred twenty (120) hours at any given time. Use of compensatory time-off earned shall be granted so that it does not unduly disrupt the operations of the City. Terminating employees shall be compensated for accrued compensatory hours.

ARTICLE 30 TIME OFF FOR ASSOCIATION REPRESENTATIVES

The Association may designate up to seven (7) representatives to attend Association meetings on City time, provided that no designated employee shall be released for more than four (4) hours per month. The time must be scheduled in advance and the supervisor must be notified.

**DISCIPLINE, GRIEVANCE, LAYOFF PROCEDURES**

ARTICLE 31 DISCIPLINARY PROCEDURES

If, during the term of this contract, the City and Association agree to language that replaces the language herein, the parties agree to reopen on the limited subject of replacing the language with the agreed upon language.

No employee shall be disciplined without cause. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions, reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

A. Notice of Proposed Action.

Whenever an employee is to be discharged, suspended (for more than five (5) days), demoted, or reduced in step, for disciplinary purposes, written notice of at least five (5) working days of the proposed disciplinary action shall be given before such action is to be taken and must include:

- (1) Notice of proposed action;
- (2) Reasons for proposed action;
- (3) A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
- (4) A notice to the employee of the right to respond in writing or orally within the five (5) working day period.

In the case of a suspension of five (5) days or less, the foregoing procedures shall be afforded the employee either before or during the suspension, or within a reasonable time thereafter.

B. Limitations and Exceptions:

- (1) Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
- (2) Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.

(3) Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public fund or property; working while under the influence of liquor or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)

(4) Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice. Employees wishing to appeal disciplinary actions may do so in accordance with Article 32.

In general, under City procedures, probationary employees and other non-permanent regular employees are not entitled to notice and a hearing unless the causes for termination are based upon charges involving a person's good name, reputation, honor or integrity. In such cases, an employee shall be entitled only to minimal due process rights as required by applicable law.

## ARTICLE 32 APPEAL AND GRIEVANCE PROCEDURE

1. DEFINED: A grievance is an alleged violation of the Personnel Rules and Regulations, this M.O.U. or written City Policy.

2. PROCEDURE:

a. Informal Grievance Procedure: The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance with the immediate supervisor before resorting to the Formal Grievance Procedure below. However, if the grievant is unable to resolve the grievance informally before the time period for filing a Formal Grievance expires (10 working days from the date the grievance allegedly occurred), the grievant must proceed to the Formal Grievance Procedure in accordance with the time limits therein or he/she will have waived the right to proceed in the Formal Grievance Procedure.

b. Formal Grievance Procedure:

1. First Level of Review: The formal grievance shall be presented in writing to his/her supervisor within ten (10) working days from the alleged occurrence of the violation. The written grievance shall contain the following information:

- a. Name of grievant and job title;
- b. Department/Section;
- c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
- d. The specific provision(s) of the M.O.U., City Policy or Personnel rules alleged to have been violated;
- e. Requested remedy;
- f. Name of the grievant's Labor Representative, if any;
- g. Date and signature of the grievant or Labor Representative.

The supervisor shall render a decision and comments in writing and return them to the grievant within ten (10) working days after receiving the written grievance. If the grievant does not agree with his supervisor's decision or if no answer has been received within the specified time period, the grievant shall present the grievance in writing to the Department Head or his designee within five (5) days of the date the supervisor's decision is rendered or should have been rendered pursuant to the specified time period.

2. Second Level – Department Head Review: The Department Head or his designee shall discuss, upon request, the grievance with the grievant, the grievant's representative if any, and with other appropriate persons. The Department Head or designee shall render his decision and comments in writing and return them to the grievant within ten (10) working days after receiving the formal written grievance. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may appeal the grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the Personnel Director, along with a written request that the grievance be considered at the Third Level, within ten (10) working days of the date the Department Head's decision is rendered, or should have been rendered, pursuant to the specified time period.

3. Third Level – City Manager: If the grievance is submitted to the City Manager for review and settlement, the City Manager may elect the methods he/she considers appropriate for the study of the issues and shall render a written decision to the parties within ten (10) working days of receipt of the grievance.

4. Fourth Level – Advisory Mediation: If the grievance has not been resolved after completion of the third level above, either the Association or the City may request non-binding mediation through the State of California, Department of Industrial Relations Mediation and Conciliation Service. This mediation shall be provided by the state at no cost to either the City or the employee.

5. Fifth Level – City Council: If the grievance is not adjusted to the satisfaction of the employee under the procedures set forth in the forgoing sections, the employee or his/her designated representative, if any, within ten (10) working days after the completion of the last step under the third level above, shall submit a written request to the City Council or their designee, for a hearing before the City Council or their designee. Such request, along with a copy of the record of the grievance developed to

that point, shall be transmitted to the City Council or designee within ten (10) working days after receipt of such request for a hearing. The City Council shall render their decision within ten (10) working days of the hearing. The decision of the City Council shall be final and binding.

**ARTICLE 33                    DEMOTION/NON-DISCIPLINARY**

Regular employees who are demoted due to layoff or other non-disciplinary reasons shall not be required to serve a new probationary period in the lower classification, provided they have held regular status in the lower classification previously. If required to serve a probationary period, the employee shall retain due process rights and cannot be disciplined or terminated from City service without due process.

**ARTICLE 34                    LAYOFF PROCEDURE**

All regular employees whose positions have been eliminated shall be allowed to exercise their options, based on seniority, to displace an employee (bump) into the same or any one of the junior classifications within the job groupings (see Appendix B) for which they qualify or into a previously held classification with the City of Redlands. The employee must meet the minimum qualifications for the position bumped. Employees must utilize the option which places them in the highest available position.

**ARTICLE 35                    INVESTIGATORY INTERVIEW PROCEDURES**

Prior to any investigatory interview or consultation between an employee and the Department Head or City Manager, that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonable practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Association. If requested, the employee may have an Association representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The employee or the City may elect to record any such investigatory interview or consultation, unless the parties mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing a copy of the recording to the employee shall be borne by the employee.

**GENERAL PROVISIONS**

**ARTICLE 36                    COPY OF M.O.U. TO EACH EMPLOYEE**

The City shall provide each employee in the unit with an electronic copy of this M.O.U. within sixty (60) days of execution. Upon written request, the City shall provide a printed version to the individual employee.

#### ARTICLE 37 RULES, REGULATIONS AND RESOLUTIONS

The City agrees to review annually with the Association major changes in the Personnel Rules and Regulations and to make available copies of the rules and regulations to all employees. Salary resolutions shall be furnished to the San Bernardino Public Employees Association and all representatives.

#### ARTICLE 38 PERSONNEL FILE

No material which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file unless the employee has been allowed to read such material and respond to it, in writing, which response will also be placed in the personnel file.

Any employee, upon request, shall have access to his/her personnel file, and shall have the right of reproduction, at cost, of his/her personnel file in full or in part. No portion of an employee's personnel file shall be transmitted to anyone other than the City Manager, Personnel Director, Department Head, Risk Management Administrators, or by Court subpoena. The employee is to be notified at the time of the request that the information has been transmitted and to whom it was sent.

#### ARTICLE 39 COMMUNICATIONS

The City and the Association shall work together in the interest of maintaining, and improving efficiency in all municipal operations and conservation of materials, supplies, and equipment, and for the improvement in quality of workmanship and service to the public.

The City and the Association consider themselves mutually responsible to improve communications between management and employees and will use their best endeavors in establishing and maintaining effective communication channels.

#### ARTICLE 40 UNIT MODIFICATION

It is understood that this M.O.U. shall constitute a bar to any petition or request for decertification of the Association as the formally recognized employee organization in the General Employees unit of representation at any time prior to the expiration date of this M.O.U.

In addition, no petitions for unit modification of the General Employees unit will be accepted by the City without the express agreement of the Association.

The provisions of this Article shall not be applicable where precluded by law. The Association, its successors and assigns, shall indemnify, defend and hold harmless, the City, including its agents and employees, against any claims, suite or actions made or brought against the City, including its agents and employees, for any expenses, losses or damages incurred by the City, including its agents and employees, on account of the provisions of this article.

#### ARTICLE 41 PREVAILING BENEFITS

All benefits, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

#### ARTICLE 42 MAINTENANCE OF MEMBERSHIP

All employee members of SBPEA shall remain as members in good standing of said Association for the duration of this M.O.U. except as set forth below:

During the period from March 1 through March 31 of each year, any Association member who has been a member for at least one (1) year may voluntarily withdraw from Association membership.

#### ARTICLE 43 USE OF BULLETIN BOARDS/MAIL

The City agrees that SBPEA may utilize bulletin board space in designated areas upon mutual agreement with the City. SBPEA will provide bulletin boards. The City agrees to allow the use of inter-departmental mail for distribution of SBPEA materials to SBPEA representatives only.

#### ARTICLE 44 DIRECT DEPOSIT

Direct deposit of employee paychecks will be available to employees in this unit.

#### ARTICLE 45 LEAVE TIME REPORTING

Leave time may be used and reported in increments of fifteen (15) minutes.

#### ARTICLE 46 WORKWEEK/STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. The department head shall establish the actual number of hours which comprise the standard tour of duty for each position. Any proposed change shall be communicated to the employees and Association at least two (2) weeks prior to the proposed change being implemented unless mutually agreed upon between the employee and supervisor.

If requested by the Association, the parties shall expeditiously meet and confer regarding such change.

ARTICLE 47            PROBATION

The probationary period including promotional appointments shall be for a period of six (6) months unless extended by the recommendation of the department head. The probationary period for Public Safety Dispatchers shall be twelve (12) months.

ARTICLE 48            ANNIVERSARY DATE

For those employees hired after July 1, 1990, the “anniversary date” shall be the day of the month in which the employee completes six (6) months of employment. When an employee receives a promotion, after July 1, 1990, the new anniversary date shall be the day of the month in which the employee completes six (6) months of employment in the new classification. When a salary increase is granted, it shall be effective on the beginning of the pay period falling closest to the day of the month the employee was hired or promoted.

ARTICLE 49            DRIVER’S LICENSE PHYSICAL EXAMINATIONS

The City shall pay for the required physical examination for employees required by their job classification to maintain Class A or Class B driver’s licenses. Time spent participating in the required physical examination will be considered as time worked.

ARTICLE 50            EMPLOYMENT EXAMINATION PROCEDURES

The examination procedure for all City jobs shall be as established by the City and Association.

ARTICLE 51            EXTENSION OF M.O.U

The City agrees that if a successor M.O.U. has not been reached by 12:00 a.m. (midnight) on the expiration date, each calendar year, the terms and conditions of the existing M.O.U. shall be extended six (6) months or until a successor M.O.U. is adopted, whichever occurs sooner.

ARTICLE 52            SAVINGS CLAUSE

If any provision of this M.O.U., or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE 53            NO STRIKE PROVISION

It is understood and agreed that the service performed by city employees included in this M.O.U. are essential to the public's health, safety, and welfare. Therefore, the Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action of the City. In the event of a violation of this section, the Association agrees to take affirmative steps with the employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The City reserves the 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 54 MEAL PERIODS

The City agrees to the following: Employees shall be entitled to a meal period which shall not be less than thirty (30) minutes or greater than sixty (60) minutes. Every effort shall be made to schedule the meal period during the middle of a shift, when possible.

#### ARTICLE 55 REST PERIODS

The City agrees to the following: Employees shall be entitled to two (2) daily rest periods ten (10) to fifteen (15) minutes in duration which insofar as practical shall be in the middle of each work period. The rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of work.

The Association understands and agrees to the following: In regards to break periods, the following scenarios should not occur:

Combining two daily breaks into one 20-30 minute break.

“Banking” breaks from day to day.

“Saving” break time in order to extend lunch periods or shorten the workday.

Payment of compensatory time off or overtime for “unused” breaks.

#### ARTICLE 56 CATASTOPHIC LEAVE

Employees are eligible for catastrophic leave in accordance with the City's Catastrophic Leave Policy.

#### ARTICLE 57 RIDESHARING

All employees are eligible for participation in the City's ridesharing program. Participation in the program is voluntary and shall be in full compliance of Redlands Ridesharing Program Policy. Approved participants shall receive either One Dollar Sixty-Five Cents (\$1.65) for each rideshare day OR fifteen (15) minutes of accrued compensatory time off for each rideshare day. The cash bonus shall be paid in November of each year. Ridesharing shall be reported on individual employee timesheets.

The program shall be monitored by the Program Coordinator. Participants in violation of the Ridesharing Policy, including falsification of reporting, shall be permanently dismissed from the program and subject to disciplinary action.

ARTICLE 58            BILINGUAL PAY

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

ARTICLE 59            PROMOTIONAL POSITIONS

The City may seek only promotional candidates to fill available positions. In this case, distribution of job announcements shall be limited to internal sources. Promotional candidates shall follow the procedures identified in the City's Personnel Rules and Regulations. Employees appointed to promotional positions shall complete a probationary period in accordance with the City's Personnel Rules and Regulations.

Employees appointed to a promotional position shall receive the nearest highest monthly salary which is at least five percent (5%) higher than the employee's previous base salary, but in no case more than the top step of the new salary range.

ARTICLE 60            DEATH OF EMPLOYEE

If an employee dies while on duty, the City shall calculate compensation for the entire shift.

The eligible dependents of deceased employees shall be entitled to benefits as follows:

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

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

Executed this \_\_\_\_\_ day of October, 2004

CITY OF REDLANDS

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Susan Pepler, Mayor

ATTEST:

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Lorrie Poyzer, City Clerk

SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

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Bob Blough, Labor Relations, Chief Negotiator

REDLANDS CIVILIAN SAFETY UNIT

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Bryan Lawson, Communications Supervisor

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Raquel Perez, Crime Analyst

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Mike Landavazo, CSO/Dispatcher II

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Eileen Dirksen, Senior Administrative Assistant

## APPENDIX A

### CLASSIFICATIONS INCLUDED IN THE REDLANDS CIVILIAN SAFETY EMPLOYEES UNIT

Animal Control Officer  
Animal Control Supervisor  
Bus Driver  
Code Enforcement Officer  
Community Services Officer/Dispatcher I/II  
Crime Analyst  
Executive Police Assistant  
Fire Administrative Assistant I/II  
Fire Senior Administrative Assistant  
Forensic Services Supervisor  
Housing Technician  
ID and Property Technician  
Kennel Attendant  
MIS Support Technician  
Police Administrative Secretary  
Police Communications Supervisor  
Police Customer Service Representative  
Police Parking Control Officer  
Police Records Supervisor  
Public Information Officer  
Recreation Program Coordinator  
Senior Building Maintenance Worker  
Senior Code Enforcement Officer  
Senior Information Systems Technician  
Senior Recreation Program Coordinator  
Video Production Technician

## APPENDIX B

### LAYOFF JOB GROUPINGS

62	Executive Police Assistant
59	Crime Analyst
58	Public Information Officer
56	Police Records Supervisor
54	Senior Recreation Coordinator
50	Fire Senior Administrative Assistant
50	Housing Technician
50	Recreation Program Coordinator
47	Police Administrative Secretary
43	Fire Administrative Assistant II
43	Police Customer Service Representative
42	Video Production Technician
39	Fire Administrative Assistant I
38	Police Parking Control Officer
38Y	Bus Driver

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56	Animal Control Supervisor
43	Animal Control Officer
38Y	Bus Driver
35	Kennel Attendant

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64	Forensic Services Supervisor
56	Police Records Supervisor
53	Police Communications Supervisor
51	I.D. Technician
47	CSO/Public Safety Dispatcher II
43	CSO/ Public Safety Dispatcher I
43	Police Customer Service Rep
39	Police Parking Control Officer
38Y	Bus Driver

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59	Senior Information Systems Technician
55	MIS Support Technician

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59	Senior Code Enforcement Officer
55	Code Enforcement Officer

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49	Building Maintenance Worker
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