

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF REDLANDS

And

**THE REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES
(RAMME)**

July 1, 2004 – June 30, 2009

**MEMORANDUM OF UNDERSTANDING
REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES**

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
ARTICLE 1 TERM OF MEMORANDUM OF UNDERSTANDING	3
ARTICLE 2 PREAMBLE	3
ARTICLE 3 RECOGNITION	3
ARTICLE 4 MANAGEMENT RIGHTS	3
 <u>SALARIES, RETIREMENT AND OTHER PAY</u>	
ARTICLE 5 SALARIES	4
ARTICLE 6 RETIREMENT	4
ARTICLE 7 DEFERRED COMPENSATION	5
ARTICLE 8 LONGEVITY PAY	5
ARTICLE 9 INSURANCE ADJUSTMENT	5
 <u>INSURANCE, LEAVE AND TIME OFF PROVISIONS</u>	
ARTICLE 10 HEALTH INSURANCE	5
ARTICLE 11 DENTAL INSURANCE	5
ARTICLE 12 VISION CARE	5
ARTICLE 13 LIFE INSURANCE	6
ARTICLE 14 VACATION	6
ARTICLE 15 SICK LEAVE	6
ARTICLE 16 BEREAVEMENT LEAVE	7
ARTICLE 17 EXECUTIVE LEAVE	7
ARTICLE 18 LEAVE OF ABSENCE WITHOUT PAY	8
ARTICLE 19 MILITARY LEAVE	8
ARTICLE 20 HOLIDAYS	8
ARTICLE 21 EDUCATION LEAVE	9
ARTICLE 22 EDUCATION REIMBURSEMENT	9
ARTICLE 23 STATE DISABILITY INSURANCE (S.D.I.)	9
 <u>GENERAL PROVISIONS</u>	
ARTICLE 24 PERSONNEL FILE	9
ARTICLE 25 DUES DEDUCTION	10
ARTICLE 26 DIRECT DEPOSIT	10
ARTICLE 27 FAIR LABOR STANDARDS ACT	10
ARTICLE 28 PREVAILING BENEFITS	10
ARTICLE 29 SAVINGS CLAUSE	10
ARTICLE 30 BILINGUAL PAY	10

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE CITY OF REDLANDS
AND
THE REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES
(RAMME)

July 1, 2004 – June 30, 2009

ARTICLE 1 TERM OF MEMORANDUM OF UNDERSTANDING

The City of Redlands (City) and the Redlands Association of Mid-Management Employees (RAMME) agree that the provisions of this Memorandum of Understanding (M.O.U.) shall become effective on July 1, 2004 and shall expire on June 30, 2009.

ARTICLE 2 PREAMBLE

It is the intent and purpose of this M.O.U. 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 employees represented by The Redlands Association of Mid-Management Employees (RAMME) and the City of Redlands.

ARTICLE 3 RECOGNITION

A unit employee shall be defined as an employee of the City and assigned to the RAMME unit by the City Manager in accordance with City policies and procedures.

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

Year 1: Effective the first full pay period after July 1, 2004, all Unit classifications shall be adjusted and shall be placed at a range which is eighteen percent (18%) below the July 2004 median as determined by the mutually conducted salary survey. In addition, all Unit classifications shall receive a three percent (3%) salary adjustment toward the 2004 median. In no case shall a Unit member receive more than the established median for their job classification.

Year 2: Effective the first full pay period after July 1, 2005, all Unit classifications shall receive a five percent (5%) salary adjustment toward the 2004 median. In no case shall a Unit member receive more than the established median for their job classification.

Year 3: Effective the first full pay period after July 1, 2006, all Unit classifications shall receive a five percent (5%) salary adjustment toward the 2004 median. In no case shall a Unit member receive more than the established median for their job classification.

Year 4: Effective the first full pay period after July 1, 2007, all Unit classifications shall be brought to the 2004 median. Unit employees shall be placed in their new ranges in such manner as to ensure that the employee's salary is not reduced and in accordance with the City's Personnel Rules and Regulations. In no case shall a Unit member receive more than the established median for their job classification.

Year 5: Effective the first full pay period after July 1, 2008, all Unit employees shall receive a cost of living adjustment equal to the Bureau of Labor Statistics published Consumer Price Index for All Urban Consumers (CPI-U) for the Riverside-San Bernardino Area for the period of March 2007 to March 2008. This adjustment shall not exceed four percent (4%).

ARTICLE 6 RETIREMENT – PUBLIC EMPLOYEES RETIREMENT SYSTEM

The City shall continue to pay to the Public Employees' Retirement System on behalf of each Unit employee covered by this agreement an amount equal to the required Unit 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 Unit employee.

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

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

ARTICLE 7 DEFERRED COMPENSATION

The City agrees to make a contribution in April of each year, on behalf of each Unit employee in the amount of eight hundred and sixty dollars (\$860) per year to the City deferred compensation plan.

ARTICLE 8 LONGEVITY PAY

Unit employees with twenty (20) years continuous service with the City shall advance to Step “F” on the salary resolution effective at the beginning of the pay period beginning closest to the first day of their 21st year of service. In the event that a Unit 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 Unit employee will advance to the next step in their salary range, and continue to advance within the range based on merit until the Unit employee reaches the F step.

ARTICLE 9 INSURANCE ADJUSTMENT

The City agrees to pay each Unit employee a cash payment in the amount of one hundred fifty dollars (\$150) to offset the co-payments and deductibles payable under their medical insurance plan. This insurance adjustment shall be pro-rated at twelve dollars and fifty cents (\$12.50) per month.

INSURANCE, LEAVE AND TIME OFF PROVISIONS

ARTICLE 10 HEALTH INSURANCE

During the term of this M.O.U., the City shall provide a fully paid medical insurance plan for Unit employees and their eligible dependents.

ARTICLE 11 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 employee in the unit and all eligible dependents.

ARTICLE 12 VISION CARE

The City shall reimburse Unit employees an amount up to two hundred twenty five dollars (\$225) per year for the purchase of frames and lenses or contact lenses for the Unit employee or their eligible dependents.

ARTICLE 13 LIFE INSURANCE

The City shall contribute the monthly premium for a life insurance policy in the amount of twenty five thousand dollars (\$25,000) for all Unit employees.

ARTICLE 14 VACATION

The vacation accrual rates for Unit employees 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

ARTICLE 15 SICK LEAVE

A. ACCRUAL

Sick leave shall accrue 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 affected Unit employee may elect to be paid cash 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 one (1) year's accumulation of ninety-six (96) hours must be on the books prior to any compensation being paid. In lieu of this buy back, Unit employees may choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

C. SICK LEAVE USE UPON RETIREMENT

Unit employees taking service retirement under the PERS retirement plan may elect to have all sick leave accrued at the time of retirement converted to cash value and applied to applicable medical insurance premiums for the Unit employee and their eligible dependents until said cash value is exhausted, subject to the conditions and limitations of the applicable insurance policy.

After completion of twenty (20) years of continuous service with the City, and upon service retirement under the PERS retirement plan, a Unit employee may elect fully paid

medical insurance under the City's medical insurance program for the Unit employee and their eligible dependents.

D. SICK LEAVE CASH OUT

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

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

Unit employees electing this option shall be responsible for any and all future health premiums, i.e. Unit employees shall exercise this option in lieu of the Sick Leave Use Upon Retirement option as described in Article 15.C.

E. SICK LEAVE CONVERSION

Upon execution of this M.O.U. the City shall process a PERS contract amendment providing Unit employees with the option of converting one hundred percent (100%) of individual sick leave accruals to service credit. The amendment shall be effective on or before July 1, 2005. This option shall be exercised in lieu of conversion to cash value.

ARTICLE 16 BEREAVEMENT LEAVE

In the event of the death in the immediate family, a Unit employee shall be compensated with two (2) days paid leave. In addition, Unit 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 Unit 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 Unit employee only.

ARTICLE 17 EXECUTIVE LEAVE

Unit employees shall receive Executive Leave in the amount of one hundred hours (100) per year. On January 1 of each calendar year, each full-time Unit employee shall be credited with one hundred (100) hours of executive leave. Unit employees hired between July 1 and October 31 of any calendar year shall be credited with fifty (50) hours of executive leave for that year, and Unit employees hired between November 1 and December 31 will not be credited with executive leave for that year.

ARTICLE 18 LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE 19 MILITARY LEAVE

Military leave shall be granted in accordance with applicable State and Federal law. All Unit employees entitled to military leave shall give their department head an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Copies of the Unit employee's official military orders may be requested.

ARTICLE 20 HOLIDAYS

Those holidays which shall be honored for Unit employees include:

- 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*

*Unit employees hired after June 30 of the calendar year shall be credited with only one floating holiday that year.

When a holiday falls on a Saturday, Friday shall be designated as the holiday. When the holiday falls on a 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.

Unit employees shall not be allowed to carry holidays over from one calendar year to the next. Floating holidays accrued but not taken by December 31 of each calendar year shall be paid off in January of the year following the year in which the holidays were accrued. If a holiday falls on a Unit employee's regular day off, they will receive holiday compensation at the rate of their standard work schedule or will be entitled to take another day off during the pay period with mutual consent of the Unit employee and department head.

ARTICLE 21 EDUCATIONAL LEAVE

Each Unit employee shall receive one (1) educational leave day per calendar year. An Educational Leave day may be used for any purpose that enhances the Unit employee's professional development.

Each Unit employee must use the Educational Leave day the year accrued. Educational Leave day cannot be carried from year to year and if not used by the end of the calendar year, is forfeited.

ARTICLE 22 EDUCATIONAL REIMBURSEMENT

Each Unit employee shall be entitled to up to one thousand dollars (\$1,000) tuition reimbursement per calendar year for courses, books and other learning aids while attending an accredited school of higher learning. The course must be career related, pre-approved by the Unit employee's department head and the Unit employee must earn a passing grade to receive reimbursement.

Upon the approval of the department head, a Unit employee may use up to two hundred-fifty dollars (\$250) per year of their Educational Reimbursement for attendance at a seminar or conference for the purpose of professional development.

ARTICLE 23 STATE DISABILITY INSURANCE (S.D.I.)

The City agrees to allow members of Unit to participate in State Disability Insurance (S.D.I.) if they choose to do so at the Unit employee's expense.

GENERAL PROVISIONS

ARTICLE 24 PERSONNEL FILE

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

Upon request, any Unit employee shall have access to their personnel file, and shall have the right of reproduction, at cost, of their personnel file, in full or in part. No portion of a Unit employee's personnel file shall be transmitted to anyone other than the City Manager, the Personnel Director, or Department Head.

ARTICLE 25 DUES DEDUCTION

The City shall deduct one (1) month's current and periodic RAMME dues from the wages of each Unit employee who voluntarily executes and delivers to the City the payroll deduction authorization form.

The Unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check off authorized. When a Unit employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

In the case of a Unit employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this regard, all other legal and required deductions have priority over dues.

ARTICLE 26 DIRECT DEPOSIT

Direct deposit of employee paychecks shall be available to Unit employees.

ARTICLE 27 FAIR LABOR STANDARDS ACT

Unit employees shall be classified as "exempt" from the overtime provisions of the Fair Labor Standards Act (FLSA).

ARTICLE 28 PREVAILING BENEFITS

All benefits, privileges and working conditions enjoyed by Unit employees at the present time shall remain in full force, unchanged and unaffected in any manner, during the term of this M.O.U. unless changed by mutual consent.

ARTICLE 29 SAVINGS CLAUSE

If any provision of this M.O.U., or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this M.O.U. shall remain in full force and effect.

ARTICLE 30 BILINGUAL PAY

Unit members shall be eligible for bilingual pay in accordance with the City's Bilingual Pay Program and upon approval by the Department Head and City Manager.

CITY OF REDLANDS

Susan Pepler, Mayor

Date

ATTEST:

Lorrie Poyzer, City Clerk

REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES

Bill Hemsley, RAMME President

Date

Lonny Young, RAMME Vice President

Date

Greg Gage, RAMME Secretary

Date