

1 **MEMORANDUM OF UNDERSTANDING**

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4 Between

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6
7 **THE CITY OF REDLANDS**

8
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10 And

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13 **THE REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION**

14
15 **UNION LOCAL NO. 1354, I.A.F.F.**

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21 July 1, 2005 – June 30, 2010

1 **MEMORANDUM OF UNDERSTANDING**

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3 **REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION**

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1 **MEMORANDUM OF UNDERSTANDING**

2 BETWEEN

3 **THE CITY OF REDLANDS**

4 AND

5 **THE REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION**

6
7 **UNION LOCAL NO. 1354, I.A.F.F.**

8
9 July 1, 2005 – June 30, 2010

10
11 **ARTICLE 1 - TERM OF MEMORANDUM OF UNDERSTANDING**

12 Except where expressly stated otherwise herein, the City and Association agree that the
13 provisions of this Memorandum of Understanding shall become effective July 1, 2005 and
14 expire on June 30, 2010.

15
16 **ARTICLE 2 - PREAMBLE**

17 This Memorandum of Understanding (M.O.U.) is entered into by and between the City
18 of Redlands, hereinafter referred to as “City”, and the Redlands Professional Firefighters
19 Association, Local No. 1354, International Association of Firefighters, hereinafter referred to as
20 “Union.” It is the purpose of this M.O.U. to achieve and maintain harmonious relations between
21 the City and the Union; to provide for equitable and peaceful adjustment of differences which
22 may arise; and to establish wages, hours, and terms and conditions of employment, as agreed to,
23 for the term of this M.O.U. The parties hereby agree that the terms of the M.O.U. shall not
24 become effective unless and until approved by appropriate action of the City Council of the City
25 of Redlands.

1 **ARTICLE 3 - RECOGNITION**

2 The City recognizes the Union as the exclusive bargaining agent for all safety
3 employees of the Fire Department (Firefighter, Fire Engineer, and Fire Captain), including Fire
4 Marshal and Assistant Fire Marshal and excluding the Fire Chief, Deputy Fire Chiefs, Fire
5 Battalion Chiefs.

6
7 **ARTICLE 4 - MANAGEMENT RIGHTS**

8 The authority of the City includes the exclusive right to determine the mission of its
9 constituent departments, commissions and boards; set standards of service; determine the
10 procedures and standards of selection for employment and promotion; direct its employees; take
11 disciplinary action; relieve its employees from duty because of lack of work or for other
12 legitimate reasons; maintain the efficiency of work or for other legitimate reasons; maintain the
13 efficiency of governmental operations; determine the methods, means and personnel by which
14 government operations are to be conducted; determine the content of job classifications; take all
15 necessary actions to carry out its mission in emergencies; exercise complete control and
16 discretion over its organization and the technology of performing its work, provided, however,
17 that the exercise and retention of such rights does not preclude employees or their
18 representatives from meeting and conferring over the practical consequences that decisions on
19 these matters may have on wages, hours.

20
21 **ARTICLE 5 - DISCRIMINATION**

22 The City agrees not to discriminate against any employee for their activity on behalf of,
23 or membership in, the Union and other terms and conditions of employment.

1 **ARTICLE 6 - GRIEVANCE PROCEDURE**

2 **GRIEVANCE DEFINED**

3 A grievance is an alleged violation of this Memorandum of Understanding, the
4 Personnel Rules or a written City policy.

5 **PROCEDURE**

6 **Informal Procedure**

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

15
16 **Formal Grievance Procedure**

17 **First Level of Review**

18 The grievant shall present the formal grievance in writing to his/her supervisor within
19 ten (10) working days from the alleged occurrence of the violation. The written grievance shall
20 contain the following information:

21 Name of grievant and job title;

22 Department/Section;

23 Clear and concise statement of the nature of the grievance including the circumstances
24 and dates involved;

25

1 The specific provisions of the Memorandum of Understanding, City Policy or Personnel
2 rules alleged to have been violated;
3 Requested remedy;
4 Name of the grievant's representative, if any;
5 Date and signature of grievant.
6

7 The supervisor shall render a decision and comments in writing and return them to the
8 grievant within ten (10) working days after receiving the written grievance. If the grievant does
9 not agree with the supervisor's decision or if no answer has been received within the specified
10 time period, the grievant shall present the grievance in writing to the Department Head to
11 his/her designee within ten (10) working days of the date the supervisor's decision is rendered
12 or should have been rendered pursuant to the specified time period.
13

14 Second Level – Department Head Review

15 The Department Head or his/her designee shall discuss, upon request, the grievance with
16 the grievant, the grievant's representative if any, and with other appropriate persons. The
17 Department head or designee shall render his/her decision and comments within ten (10)
18 working days after receiving the formal grievance. If the grievant does not agree with the
19 decision reached or if no answer has been received within the specified time period, the grievant
20 may move the grievance to the next level of the grievance procedure. In order to do so, the
21 grievant must submit the grievance to the City Manager, along with a written request that the
22 grievance be considered at the third level, within ten (10) working days of the date the
23 Department Head's decision is rendered, or should have been rendered, pursuant to the
24 specified time period.
25

1 Third Level – City Manager

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

6
7 Fourth Level – Advisory Mediation

8 If the grievance has not been resolved after completion of the fourth level above, either
9 the Union or the City may request non-binding mediation through the State of California,
10 Department of Industrial Relations Mediation and Conciliation Service. This mediation shall be
11 provided by the sate at no cost to either the City or the employee.

12
13 Fifth Level – Binding Arbitration

14 If the grievance is not adjusted to the satisfaction of the employee under the procedures
15 set forth in the foregoing sessions, the employee or his designated representative, if any, within
16 ten (10) working days after the completion of the last step under the fourth level above, shall
17 submit a written letter to the City Manager, stating the matter has not been resolved and the
18 intention to invoke arbitration before a neutral, third party. Such statement, along with a copy
19 of the record of the grievance developed to that point, shall be transmitted to the City Manager
20 along with the statement of intention for an arbitration hearing.

21 The Association shall request a list of seven (7) arbitrators from the California State
22 Mediation and Conciliation Service no later than ten (10) working days after delivering the
23 letter of intent to invoke arbitration. Upon receipt of the list of arbitrators, both the City and the
24 Association shall have the opportunity to informally and mutually agree upon an arbitrator.
25 Should neither side informally and mutually agree to an arbitrator, each side will begin the

1 process of alternatively striking names that are unacceptable. Should no name be acceptable at
2 the end of the striking process, within five (5) working days of the Association shall request a
3 new list of seven (7) arbitrators from the State of California Mediation and Conciliation Service
4 and upon receipt of such list, the striking process shall resume until such time that a mutually
5 agree arbitrator has been selected by both parties. The cost of the arbitrator fees, including
6 travel and transcription services shall be equally shared by both the Association and the City.
7 Each party shall be responsible for their own costs for the arbitration, including subpoena and
8 witness fees. The final decision of the arbitrator shall be final and binding upon both the
9 Association and the City, however it is agreed and understood that the arbitrator does not have
10 the authority to change any City rule, policy or resolution nor any provision of this agreement.

11 General Provisions

12 The grievant is entitled to representation of his/her choice at any point in the grievance
13 procedure.

14 Failure by the grievant to meet any of the specified time lines shall constitute a
15 withdrawal and waiver of the grievance. Failure by the City to meet any of the specified time
16 lines shall entitle the grievant to appeal to the next level of review.

17 Since it is important that grievances be processed as rapidly as possible, the number of
18 days indicated at each level shall be considered as maximum, and every effort should be made
19 to expedite the process. If the last day of the specified time period falls on a weekend or a City
20 Hall observed holiday, it shall be moved to the next working day that City Hall is open.
21 Otherwise, the time specified may be extended only by mutual written consent.

22 Probationary employees may not grieve a rejection from probation.

23 Employees shall be assured freedom from reprisal for using the grievance procedure.

24 The Personnel Office shall act as a central repository for all grievance records.
25

1 Failure on the part of an employee or his/her representative to appear for any scheduled
2 meeting without notification may constitute a withdrawal and waiver of the grievance.

3
4 **ARTICLE 7 - PREVAILING BENEFITS**

5 Except as otherwise set forth herein, employee benefits enjoyed by employees in this
6 unit at the present time shall remain in full force and effect during the term of the M.O.U.,
7 unless changed by mutual consent.

8
9 **ARTICLE 8 - PRODUCTIVITY**

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

13
14 **ARTICLE 9 - PROMOTIONS**

15 Employees promoted to positions above the classification of Firefighter shall be
16 advanced in salary to a minimum of “D” step in that salary range. Upon satisfactory completion
17 of six (6) months probation they shall be advanced to “E” step.

18
19 **ARTICLE 10 - REQUIRED WORK HOURS**

20 The required hours per week for all Fire Department shift personnel shall be fifty six
21 (56) hours per week.

1 **ARTICLE 11 - RULES AND REGULATIONS**

2 Rules and regulations effective September 2005 shall be a formal part of this agreement. New
3 rules, or changes in rules, shall be accomplished through the meet and confer process. This
4 meet and confer process will be limited to changes in said rules and regulations.

5
6 **ARTICLE 12 -SAFETY PRACTICES**

7 The Union supports the City’s safety program objectives and agrees to do its utmost to
8 see that its members cooperate and improve safety practices.

9
10 **ARTICLE 13 - SAVINGS CLAUSE**

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

14
15 **ARTICLE 14 - NO STRIKE PROVISION**

16 The Union agrees that it will not authorize, instigate, aid, condone, or engage in any
17 strike, which will interrupt or interfere with the operation of the City. The Employer places the
18 Union on notice of its intention and right to terminate any employee who instigates or engages
19 in any strike or work stoppage which interrupts or interferes with the operation of the City.

20
21 **ARTICLE 15 – EQUIVALENT BENEFITS**

22 The City and Union agree that should a Redlands Safety unit negotiate economic
23 benefits more favorable than those contained in this MOU, such terms shall become applicable
24 to Local 1354.

1 **ARTICLE 16 - LOST FIREFIGHTER**

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

5
6 **ARTICLE 17 – CONSOLIDATION OF FIRE SERVICES**

7 Should the City consider consolidation of any City fire service that would impact Unit
8 members, the City agrees to meet and discuss any such plans for changes in the fire service.
9 Notwithstanding the commitment to meet and discuss any proposed changes in the fire service
10 that would impact Unit members, the City agrees to meet and confer on any proposed changes
11 in the fire service required by the Meyers-Milias-Brown Act.

12
13 **ARTICLE 18 - SALARIES**

14 YEAR 1 – Effective with the first full pay period following July 1, 2005, all Unit members shall
15 receive a 3% (three percent) wage increase.

16 YEAR 2 – Effective with the first full pay period following July 1, 2006 all Unit members shall
17 receive a 3% (three percent) wage increase.

18 YEAR 3 – Effective with the first full pay period following July 1, 2007 all Unit members shall
19 receive a 3% (three percent) wage increase.

20 YEAR 4 – Effective with the first full pay period following July 1, 2008 all unit members shall
21 receive a 2% (two percent) wage increase.

22 YEAR 5 – The City and Union shall conduct and complete a salary survey by August 31, 2009,
23 utilizing the following fourteen (14) cities: Pomona, San Bernardino, Ontario,
24 Chino, Chino Hills, Montclair, Corona, Upland, Rancho Cucamonga, Colton,
25

1 Fontana, Rialto, Victorville and Hemet. The survey shall compare the base pay of
2 the top step of each classification within this Unit effective July 1, 2009.

3 The parties shall arrange the survey information in descending rank order and the
4 Redlands Firefighters' salary shall be adjusted by the percentage increase necessary to place the
5 base salary at the median of the surveyed cities. Effective with the first full pay period
6 following July 1, 2009, all Unit members shall receive a wage increase to equal to the amount
7 necessary to raise their respective Unit classifications to the median as determined by the 2009
8 compensation study. There shall be no adjustment to the survey as a result of subsequent
9 changes in the base salaries of the comparison cities.

10 In the fall of 2005 and 2007 the City shall request actuarial reports from PERS. If, by
11 the second actuary, Local 1354's obligation to the cost of 3% at 50 Retirement Benefit drops to
12 zero (0), the City and Union agree to meet and discuss an additional salary increase in year four
13 (4).

14
15 **ARTICLE 19 - OVERTIME COMPENSATION**

16 Overtime compensation shall be paid as follows:

- 17 a. Overtime pay shall be earned at time and one-half for all hours worked over fifty-three
18 (53) hours per week for shift personnel.
- 19 b. Overtime pay shall be earned at time and one-half for all hours worked over forty (40)
20 hours per week for non-shift personnel.
- 21 c. Time paid for holidays, vacation, sick leave, military leave, administrative leave and
22 workers' compensation shall be treated as actual hours worked for purposes of
23 computing overtime.
- 24 d. Compensation for overtime shall be paid the payday following the pay period which the
25 overtime is earned.

1 **ARTICLE 20 - EDUCATION INCENTIVE PAY**

2 Employees may qualify for a seven and one-half percent (7.5%) increase in base salary upon
3 submitting satisfactory proof of the completion of the following educational requirements:

- 4 a. An Associate of Arts or an Associate of Science degree with eighteen (18) fire science
5 units approved by the Fire Chief; or
- 6 b. Fifteen (15) years of sworn fire service and eighteen (18) fire science units as approved
7 by the Fire Chief; or
- 8 c. State Fire Officer Certification and sixteen (16) fire science units approved by the Fire
9 Chief; or
- 10 d. State Fire Prevention Officer’s certification and sixteen (16) fire science units approved
11 by the Fire Chief.

12
13 Employees may qualify for a ten percent (10%) increase in base salary upon submitting
14 satisfactory proof of the completion of the following educational requirements:

- 15 a. Bachelor of Arts or Bachelor of Science degree with eighteen (18) fire science units
16 approved by the Fire Chief.

17
18 **ARTICLE 21 - LONGEVITY PAY (“F STEP”)**

19 Employees in the unit with twenty (20) years of continuous service with the City of
20 Redlands shall be compensated with an additional five-percent (5%) increase in base salary
21 following the completion of their 20th year.

22
23 **ARTICLE 22 - PARAMEDIC PAY**

24 The Fire Chief may designate up to eighteen (18) employees to receive a paramedic
25 compensation allowance, which shall be equal to fifteen percent (15%) of Step E of the

1 Firefighter Range. Paramedic Incentive Pay shall be included as Firefighter base salary when a
2 Firefighter is assigned as a Paramedic.

3
4 **ARTICLE 23 - CALL BACK PAY**

5 All employees in the unit who are called back to work from their off duty period shall be
6 compensated with three (3) hours minimum at one and one half (1 and 1/2) times the basic rate
7 of pay. This compensation shall be over and above the actual time worked.

8
9 **ARTICLE 24 - PARAMEDIC CERTIFICATION**

10 Paramedic recertification hours shall be considered as overtime and calculated and paid
11 as set forth in the overtime compensation agreement.

12
13 **ARTICLE 25 - UNIFORM ALLOWANCE**

14 Each employee in the unit shall receive a uniform allowance of five hundred dollars
15 (\$500.00) per year. In addition, the City shall provide each employee in the unit with five (5)
16 shirts upon hire and every two (2) years thereafter. Uniforms damaged in the line of duty shall
17 be replaced as determined by the Fire Chief.

18
19 **ARTICLE 26 – BILINGUAL PAY**

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

1 **ARTICLE 27 - WORKING OUT OF CLASSIFICATION (RANK) PAY**

2 Any employee in the unit who is required to accept the responsibilities and carry out the
3 duties of a position or rank above that which he/she normally holds, for a period of twelve (12)
4 hours or more, shall be paid at the rate of one (1) hour at one and one-half (1½) times the rate of
5 employees permanent position in addition to the employees regular pay. The one (1) hour
6 differential shall be calculated on the “E” step or highest rate for the employee’s regular
7 position. Acting rank positions shall by mutual agreement be limited to two (2) during a
8 twenty-four (24) hour period.

9
10 **ARTICLE 28 - FIRE ENGINEER DIFFERENTIAL**

11 During the term of this agreement, the City agrees to maintain a two and one-half
12 percent (2½%) differential between the classification of Fire Engineer and a Firefighter
13 receiving Paramedic Pay.

14
15 **ARTICLE 29 - DEFERRED COMPENSATION CONTRIBUTION**

16 The City shall make an annual contribution to deferred compensation on behalf of each
17 member in the amount of twenty-five dollars (\$25.00).

18
19 **ARTICLE 30 - PAYROLL DEDUCTION OF DUES**

20 The City agrees to deduct each pay period, dues and assessments in an amount certified
21 to be current by the Secretary/Treasurer of the Union from the pay of each member of the unit.
22 The total amount of deductions shall be remitted each pay period by the City to the
23 Secretary/Treasurer of the Union.

1 **ARTICLE 31 - SALARY ADJUSTMENT – FINAL YEAR COMPENSATION**

2 One (1) year prior to service retirement, each employee in the unit shall have the option
3 of having their base salary increased in accordance with PERS regulations concerning final year
4 compensation. All effective dates shall be as dictated by PERS policy.
5

6 **ARTICLE 32 - HEALTH INSURANCE**

7 The City shall contribute the entire monthly premium for health insurance for employees
8 in the unit and their eligible dependents under the Public Employees Retirement System
9 (PERS).
10

11 **ARTICLE 33 - DENTAL INSURANCE**

12 The City shall contribute the entire monthly premium for employees and eligible
13 dependents under the Principal Financial or equivalent dental plan.
14

15 **ARTICLE 34 - LIFE INSURANCE**

16 The City shall contribute the entire monthly premium for a life insurance policy in the
17 amount of twenty five thousand dollars (\$25,000) for all employees in the unit.
18

19 **ARTICLE 35 - VISION CARE**

20 The City agrees to reimburse each employee in the unit up to Two Hundred Twenty Five
21 Dollars (\$225) every fiscal year for vision care. This shall include the purchase of frames,
22 lenses or contact lenses and the cost of eye examinations for the employee and eligible
23 dependents.
24
25

1 **ARTICLE 36 – WELLNESS PROGRAM**

2 The City and Union agree to develop a committee to discuss and potentially implement
3 a mutually agreed upon wellness program.
4

5 **ARTICLE 37 – DISABILITY INSURANCE**

6 The City agrees to provide State Disability Insurance (S.D.I.) to female members of the
7 unit.
8

9 **ARTICLE 38 - DRIVER’S LICENSE PHYSICAL EXAMINATIONS**

10 The City shall pay for the required physical examinations of employees required by their
11 job classifications to maintain Class A or Class B driver’s licenses. Time spent participating in
12 the required physical examination will be considered as time worked.
13

14 **ARTICLE 39 - MODIFIED DUTY POLICY**

15 The Union agrees that the City’s modified duty policy also applies to members of this
16 unit, with the stipulation that all modified duty will occur within either the Police or Fire
17 Departments. The City agrees to enter into discussions concerning modified duty for personnel
18 injured while off duty on a case by case basis.
19

20 **ARTICLE 40 - MINIMUM STAFFING LEVELS**

21 The City shall maintain a minimum staffing level, utilizing members of Local 1354, of
22 three (3) Firefighters for each Basic Life Support Engine Company, four (4) Firefighters for
23 each Advanced Life/Support Engine Company, two (2) Firefighters for a Basic and/or
24 Advanced Life Support vehicle (squad), three (3) firefighters for the Ladder Company. All
25 engines and ladder shall have a Captain, Engineer and Firefighter(s) as part of their staffing

1 levels. All Advanced Life Support units shall have two (2) Certified Paramedics at all times.
2 The minimum daily staffing levels shall not drop below eighteen (18) personnel excluding the
3 Battalion Chief.

4
5 **ARTICLE 41 - PERSONAL EXPOSURE REPORTING SYSTEM**

6 The City shall continue to contribute the entire cost of the Personal Exposure Reporting
7 Recording System developed by the California Professional Firefighters Association and
8 Administered by the California Firefighter Foundation. The Association shall provide the City
9 with the Personal Exposure Reporting Recording System annual report.

10
11 **ARTICLE 42 - UNION ACTIVITIES**

12 **Meet and Confer**

13 Local 1354 may appoint members of its union to serve on a bargaining team for the
14 purpose of meeting and conferring with City officials, however bargaining team members must
15 be identified prior to bargaining commencing. Release time for bargaining shall be with the
16 approval of the Fire Chief. Should the department be unable to provide release time, another
17 bargaining session shall be scheduled at a mutually agreeable time between the Union and City.
18 Firefighters serving on the bargaining team during their scheduled working hours shall earn
19 their regular rate of pay during any workday hours that bargaining occurs. Firefighters not on
20 duty shall not earn pay, including overtime, for meeting and conferring.

21
22 **Grievance Handling**

23 Local 1354 may appoint members of its union to act as employee representatives for the
24 purpose of investigating grievances and attending grievance meetings. Release time for
25 grievance handling shall be with the approval of the Fire Chief. Should the department be

1 unable to provide release time, another time shall be scheduled that is mutually agreeable
2 between the Union and City.

3 Firefighters acting as employee representatives for the purpose of grievance handling
4 during their scheduled working hours shall earn their regular rate of pay during any work day
5 hours that grievance handling occurs. Firefighters not on duty shall not earn pay, including
6 overtime, for grievance handling.

7
8 Official Union Business

9 Each year Local 1354 members may contribute vacation leave hours to create a total
10 bank of two hundred-forty (240) hours that members may utilize for Official Union Business
11 Leave, such as attending training or conventions. Official Union Business Leave must be pre-
12 approved by the Fire Chief and the City Manager.

13 The City agrees to provide release time for one Union representative for up to three
14 consecutive shifts for the attendance of I.A.F.F. and/or C.P.F. legislative conferences, I.A.F.F.
15 and/or C.P.F. general conferences and educational seminars.

16
17 Notification of Union Officials

18 A current list of members making up the Board of Directors, including their term of
19 office, shall be submitted to the Personnel Office and Fire Chief as changes in Board
20 membership occur.

21
22 Union Meetings

23 The Union shall be allowed the use of City facilities to hold union meetings.
24 Represented employees who are on duty shall be allowed to attend said meetings with approval
25 of the duty Chief.

1 **ARTICLE 43 - RETIREMENT – PUBLIC EMPLOYEES’ RETIREMENT SYSTEM**

2 **(PERS)**

3 The City shall pay to the California Public Employees’ Retirement System (PERS), on
4 behalf of each employee covered by this agreement, an amount equal to the required employee
5 contribution to that system provided the contribution will not exceed a total of nine percent
6 (9%) of regular compensation. These contributions shall, at the time of termination, belong to
7 the employee.

8
9 The City shall provide the following provisions in its contract with the PERS retirement
10 system:

- 11 a. 3% at 50 Retirement Formula
- 12 b. Survivor Continuance
- 13 c. Highest Single Year

14
15 The City and Unit members shall split equally the added cost resulting from the change in
16 the City’s employer contribution rate attributable to the 3% @ 50 retirement formula. The
17 employees’ half-share shall be paid by the City and reimbursed by the employee through
18 payroll deduction to ensure employees receive the full benefit of their PERSable income The
19 City and Union agree that the employees’ half-share share shall not exceed 7.25% and that any
20 excess shall be paid by the City.

21
22 Effective the first pay period after July 1, 2006, the City shall pay an additional one-third
23 (1/3) of the contribution rate attributable to the 3% @ 50 retirement formula, thus reducing the
24 obligation of the Local’s half-share to a maximum of 4.83%.

1 Effective the first pay period after July 1, 2007, the City shall pay an additional one-third
2 (1/3) of the contribution rate attributable to the 3% @ 50 retirement formula, thus reducing the
3 obligation of the Local's half-share to a maximum of 2.41%.

4
5 Effective the first pay period after July 1, 2008, the City shall pay 100% of any cost
6 attributable to the 3% @ 50 retirement formula.

7
8 **ARTICLE 44 – EMPLOYER PAID MEMBER CONTRIBUTIONS**

9 Effective July 20, 2004, the City shall commence paying and reporting the value of the
10 Employer Paid Member Contribution (EPMC) as special compensation. This benefit shall apply
11 to all employees in the Redlands Professional Firefighters Association, and shall have no
12 bearing on salary surveys. The EPMC shall be reported on a pre-tax basis; employees
13 acknowledge they shall be responsible for any and all deferred taxes at the time these retirement
14 funds are accessed.

15
16 **ARTICLE 45 – DEFINED CONTRIBUTION & CONTRIBUTION PLANS**

17 The City shall make available to Association members a qualified 401a, 401 Defined
18 Contribution, Defined Distribution plan(s) and a Retirement Health Savings Plan, as allowed by
19 law. All programs shall be structured in accordance with State and Federal law.

20 For Association members electing to have the accrued buy back amounts placed into
21 qualified plan(s), the City shall make the deposit into the appropriate account on a pre-tax basis.

22
23 **ARTICLE 46 – DEATH ON DUTY**

24 If an employee dies while on duty, the City shall calculate compensation for the entire
25 shift. The eligible dependents of deceased employees shall be entitled to benefits as follows:

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

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

7
8 **ARTICLE 47- VACATION**

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

10
11 **24 Hour Shift Personnel**

12	1 - 5	years of service	5 shifts
13	6 - 7	years of service	6 shifts
14	8 - 9	years of service	7 shifts
15	10 - 13	years of service	8 shifts
16	14 - 15	years of service	9 shifts
17	16 - 20	years of service	10.5 shifts
18	20+	years of service	11 shifts

19
20 **8 Hour Shift Personnel**

21	1 - 5	years of service	80 hours
22	6 - 7	years of service	120 hours
23	8 - 9	years of service	128 hours
24	10 - 11	years of service	136 hours
25	12 - 13	years of service	144 hours

1	14 – 15	years of service	152 hours
2	16 – 20	years of service	160 hours
3	21	years of service	168 hours
4	22	years of service	176 hours
5	23	years of service	184 hours
6	24	years of service	192 hours
7	25 +	years of service	200 hours

8

9 A maximum of two (2) years accrual can remain on the books from year to year.

10 Employees shall be paid for unused vacation at the time of separation.

11 There shall be no limit to the number of personnel off per shift.

12

13 **ARTICLE 48 – COMPENSATORY TIME**

14 The City shall provide each employee in the unit with the option of receiving overtime
15 compensation in the form of compensatory time off (CTO) or cash payment. Employees shall
16 be authorized to accumulate no more than two hundred-forty (240) hours of CTO during any
17 calendar year. Should there be an excess of two hundred-forty (240) hours at the end of the
18 calendar year, all hours over two hundred-forty (240) hours shall be paid out in cash. All
19 accumulated CTO shall be utilized within twelve (12) months of the time it is earned.

20 Employees shall be authorized to utilize the accumulated CTO for any purpose. The
21 City agrees that it is at the discretion of the employee to use compensatory time off in lieu of
22 vacation or holiday time.

23

24

25

1 **ARTICLE 49 - SICK LEAVE**

2 a. ACCRUAL – Paid sick leave shall accrue at 5.6 hours per pay period and taken in
3 twenty-four (24) hour shifts. Employees who work a forty (40) hour week will accrue
4 sick leave at 3.7 hours per pay period.

5
6 b. BUY-BACK (24 HOUR SHIFT PERSONNEL) – Unit employees with more than seven
7 hundred (700) hours of sick leave accrual may buy back up to three (3) shifts of sick
8 leave accrual each year, based on the following schedule:

- 9 1. No sick leave used during applicable period – buy back three (3) shifts.
10 2. One (1) shift of sick leave used during applicable period – buy back two (2)
11 shifts.
12 3. Two (2) sick leave shifts used during applicable period – buy back one (1) shift.
13 4. Three (3) or more shifts of sick leave used during applicable period – no buy
14 back entitlement.

15 Unit employees with more than one thousand one hundred (1100) hours of sick leave
16 accrual may buy back up to six (6) shifts of sick leave accrual each year, based on the following
17 schedule:

- 18 1. No sick leave used during applicable period – buy back six (6) shifts.
19 2. One (1) shift of sick leave used during applicable period – buy back five (5)
20 shifts.
21 3. Two (2) sick leave shifts used during applicable period – buy back four (4)
22 shifts.
23 4. Three (3) sick leave shifts used during applicable period – buy back three (3)
24 shifts.
25 5. Four (4) sick leave shifts used during applicable period – buy back two (2) shifts.

1 6. Five (5) sick leave shifts used during applicable period – buy back one (1) shift.

2 7. Six (6) sick leave shifts used during applicable period – no buy back entitlement.

3 Payment shall be made in November of each calendar year for the preceding year.

4
5 c. BUY BACK (40 HOUR WEEK PERSONNEL)-At the end of each calendar year, each
6 employee in the unit may elect to be paid cash at their prevailing hourly rate for each
7 sick leave day accumulated during the preceding calendar year, in excess of six (6) sick
8 leave days, or to accumulate all sick leave days from calendar year to calendar year to an
9 unlimited amount. A total of one (1) year's accumulation must be on the books prior to
10 any compensation being paid.

11
12 d. ACCRUAL PAYMENT UPON RETIREMENT-Upon service or medical retirement
13 under the PERS retirement plan, or in the event of the death of an employee prior to
14 retirement, employees with less than twenty (20) years service with the City may elect
15 one (1) of the following options for payment of unused sick leave:

16 1. Convert all remaining sick leave accrued at the time of retirement to cash value
17 at the final rate of pay and apply said cash value to applicable premiums payable
18 under the City's medical insurance program for the employee and eligible
19 dependents until the cash value is exhausted. In the event that the employee dies
20 prior to exhaustion of the cash value of said benefits, the remaining cash value
21 may be applied towards the premiums of covered dependents until exhausted,
22 subject to the conditions and limitations of the applicable insurance policy.

23 2. At the time of service retirement, disability retirement, or at the death of an
24 active employee, accrued sick leave may be cashed out at the prevailing hourly
25 rate at three-percent (3%) for each year of service to a maximum of 100%.

1 3. At the time of retirement or disability retirement extend service credit equal to
2 one hundred percent (100%) of accrued sick leave on the books.

3
4 Upon service or disability retirement under the PERS retirement plan, or in the event of
5 the death of an employee prior to retirement, employees who have served a minimum of twenty
6 (20) years of service with the City of Redlands, shall be provided with lifetime health insurance.
7 This health insurance shall be at no cost to the retired employee and shall cover the employee
8 and eligible dependents. The plan shall be equal to that provided to full time employees.
9 Lifetime health insurance includes medical, dental and vision care as provided in the Unit
10 MOU. In addition, affected employees also have the option of being compensated for unused
11 sick leave on the books at the time of retirement by either option 2 or 3 above.

12
13 **ARTICLE 50 - HOLIDAY SCHEDULE AND HOLIDAY CARRYOVER PROHIBITION**

14 Twenty-four (24) hour shift personnel in the unit shall be compensated with twelve (12)
15 12-hour holidays per year and two (2) 12-hour floating holidays per year. Effective January 1,
16 1997, compensation shall be based on 5.54 hours per fourteen (14) day pay period. Floating
17 holidays not used by December 31st of each year will be paid off the following January.

18 Within the first week of December, represented shift personnel shall have the option of
19 submitting to the Finance Department a declaration of intent to convert their 168 hours of
20 holiday pay to one hundred twelve (112) hours of compensatory time off for the ensuing
21 calendar year.

22 Non-shift personnel shall receive the same holidays granted to other employees as
23 established by Council Resolution.

1 Non-shift personnel shall not be allowed to carry over holidays from one calendar year
2 to another. Floating holidays not taken by December 31 shall be paid off in January of the
3 following year.

4
5 **ARTICLE 51 - BEREAVEMENT LEAVE**

6 In the case of death in the immediate family, shift personnel will be compensated with
7 twenty-four (24) hours paid leave and hourly employees will be compensated with two (2) days
8 paid leave. Immediate family shall be defined as the following relatives to either the employee
9 or spouse of the employee: spouse, child (including a foster child or ward of the court), parent,
10 grandparent, brother and sister.

11
12 **ARTICLE 52 - LEAVE OF ABSENCE WITHOUT PAY**

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

18
19 **ARTICLE 53 - SHIFT EXCHANGE**

20 Employees shall have the right to exchange shifts on an “unlimited freedom of trade”
21 basis as long as the trade does not interfere with the normal operation of the Fire Department.
22 The Fire Chief shall approve such procedure.

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CITY OF REDLANDS

_____ Date _____

Susan Pepler, Mayor

ATTEST:

_____ Date _____

Lorrie Poyzer, City Clerk

REDLANDS PROFESSIONAL FIREFIGHTERS ASSOCIATION

UNION LOCAL NO. 1354 I.A.F.F.

_____ Date _____

Daniel Crow, President